



CITY OF KETCHUM, IDAHO REGULAR KETCHUM CITY COUNCIL
Monday, October 21, 2019, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Agenda

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- COMMUNICATIONS FROM THE PUBLIC on matters not on the agenda (Comments will be kept to 3 minutes)
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting October 7, 2019
 2. Authorization and approval of the payroll register
 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$172,318.46 as presented by the Treasurer
 4. Recommendation to approve Snow Hauling Contracts #20404-#20410 – Director of Streets and Facilities Brian Christiansen
 5. Recommendation to approve the Dozer Rental Contract #20411 – Director of Streets and Facilities Brian Christiansen
 6. Recommendation to approve Encroachment Agreement #20420 with Sun Valley Company— City Administrator Suzanne Frick
 7. Recommendation to approve Encroachment Agreement #20421 with Giacobbi Square LLC— City Administrator Suzanne Frick
 8. Recommendation to reappoint Mathew Mead to the Planning & Zoning Commission for a second three-year-term and approve Resolution #19-022 – Director of Planning & Building John Gaeddert
 9. Recommendation to adopt Resolution #19-023 declaring certain property as surplus – Director of Finance & Internal Services Grant Gager
 10. Recommendation to approve alcohol license for Irving's Red Hots – Director Finance & Internal Services
 11. Recommendation to Approve Contract #20413 with Banyon Technologies for Comprehensive Service Agreement – Wastewater Superintendent Mick Mummert
 12. Recommendation to approve Purchase Order #20400 with Banyon Technologies for upgrades to monitoring system – Water Superintendent Pat Cooley
 13. Recommendation to approve Purchase Order #20422 to Enviro-Clean Intermountain LLC for repairs – Water Superintendent Pat Cooley
 14. Recommendation to approve the FAR Exceedance Agreement #20424 for the Lofts at 660 condominium project – Director of Planning & Building John Gaeddert
- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)
 15. Sun Valley Economic Development Quarterly Report – Executive Director, Harry Griffith

- 16. ACTION ITEM: Recommendation to approve the FAR Exceedance Agreement #20423 for the Sun Valley & First Mixed-Use Building project – Director of Planning & Building John Gaeddert
- 17. ACTION ITEM: Recommendation to approve Crossbuck Sublot 4B Final Plat – Director of Planning & Building John Gaeddert
- 18. ACTION ITEM: Recommendation to approve Onyx & Leadville Preliminary Plat – Director of Planning & Building John Gaeddert
- 19. ACTION ITEM: Recommendation to approve Resolution #19-024 amending the Fee Schedule and charges for all City Departments – Director of Finance & Internal Services Grant Gager
- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
- 20. ACTION ITEM: Recommendation to approve Contract #20415 with Sun Valley Economic Development (SVED)—City Administrator Suzanne Frick
- 21. ACTION ITEM: Recommendation to approve Contract #20417 with Ketchum Community Development Corporation (KCDC)—City Administrator Suzanne Frick
- 22. ACTION ITEM: Recommendation to approve Contract #20418 with Frederick Allington—City Administrator Suzanne Frick
- 23. ACTION ITEM: Recommendation to approve Parking Agreement #20419 with the Ketchum Urban Renewal Agency
- EXECUTIVE SESSION
 - 24. Discussion pursuant to 74-206 (1) (a)
 - 25. Discussion pursuant to 74-206 (1) (f)
- ADJOURNMENT

If you need special accommodations, please contact the City of Ketchum in advance of the meeting.

This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold.

Public information on agenda items is available in the Clerk’s Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

Your participation and input is greatly appreciated. We would like to make this as easy as possible and familiarize you with the process. If you plan to speak, please follow the protocol below.

- Please come to the podium to speak.
- Stand approximately 4-6 inches from the microphone for best results in recording your comments.
- Begin by stating your name.
- Please avoid answering questions from audience members. All questions should come from City officials.
- Public comments will be limited by a time determined by the Mayor.
- You may not give your time to another speaker.
- If you plan to show a slide presentation or video, please provide a copy to the City Clerk by 5:00 p.m. on the meeting date.

Please note that all people may speak at public hearings.

Public comment on other agenda items is at the discretion of the Mayor and City Council.

Public comments may also be sent via email to participate@ketchumidaho.org

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Thank you for your participation.

We look forward to hearing from you



City Council
Regular Meeting

Limelight Hotel
Ketchum, ID 83340
<http://ketchumidaho.org/>

~ Minutes ~

Robin Crotty
208-726-3841

Monday, September 30, 2019

4:00 PM

Limelight Hotel

Present: Mayor Neil Bradshaw
Council President Michael David
Councilor Jim Slanetz
Councilor Courtney Hamilton
Councilor Amanda Breen

Also Present: Ketchum City Administrator Suzanne Frick
Ketchum City Attorney Matt Johnson
Director of Finance & Internal Services Grant Gager
Director of Planning & Building John Gaeddert

● **CALL TO ORDER**

Mayor Neil Bradshaw called the meeting to order at 4:00 p.m.

● **COMMUNICATIONS FROM MAYOR AND COUNCILORS**

Councilor Jim Slanetz gave appreciation of the 4th street party. Mayor Neil Bradshaw welcomed the Trailing of the Sheet Event. He also reminded the public of the controlled burn on Baldy.

● **COMMUNICATIONS FROM THE PUBLIC** on matters not on the agenda (Comments will be kept to 3 minutes)

Jane Mitchell is in support of the fire house and the bond. She talked about the importance of a united message and about the location of the fire house and the bond language.

Gene Abrams wanted to touch base on the location of the Farmers Market. He talked about the attendance being much lower with the current location and suggested moving it back to Ketchum or in the upper lot at River Run.

● **CONSENT AGENDA:** Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately

Councilor Amanda Breen pull consent items 4 and 9.

1. Approval of Minutes: Special Meeting September 11, 2019
2. Approval of Minutes: Regular Meeting September 16, 2019
3. Approval of Minutes: Special Meeting September 24, 2019
4. Approval of Minutes: Special Meeting September 30, 2019

Councilor Amanda Breen made a correction to the September 30, 2019 minutes stating it was a Special meeting.

Motion to approve the Consent Agenda item 4

Motion made by Councilor Hamilton, Seconded by Councilor Breen

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

5. Authorization and approval of the payroll register
6. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$713,011.22 as presented by the Treasurer.
7. Authorization to approve Interlocal Agreement #20401 for Geographical Information System with Blaine County – Director of Planning & Building John Gaeddert
8. Resolution #19-018 to approve the Destruction of Semi-Permanent Records per Idaho Code 50-907 – City Clerk Robin Crotty
9. Recommendation to approve Resolution 19-020 to appoint a new member to the Mountain Rides Transportation Authority – Mayor Neil Bradshaw

Councilor Amanda Breen made a typo correction to Resolution 19-020.

Motion to approve the Consent Agenda item 9

Motion made by Councilor Breen, Seconded by Councilor Slanetz

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

10. Recommendation to Adopt Resolution 19-019 for Appointees to Ketchum Arts Commission – Mayor Neil Bradshaw
11. Recommendation to approve road closure for Nightmare On Main event – Special Events Manager Julian Tyo
12. Recommendation to approve Contract 20395 with Mountain Rides Transit Authority—City Administrator Suzanne Frick
13. Authorization to approve the Ambulance Contract 20391 -Interim Fire Chief, Tom Ancona
14. Authorization to extend and increase professional services agreement Contract 20297 with Galena Engineering for sidewalk design services—City Administrator Suzanne Frick

Motion to approve the Consent Agenda except 4 & 9

Motion made by Councilor Slanetz, Seconded by Council President David.

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

- PUBLIC HEARINGS AND DISCUSSIONS (Public comment and input taken on the following items)

- 15. ACTION ITEM:** The PEG Ketchum Hotel LLC proposed Ketchum Boutique Hotel at 260 & 280 River Street and 251 S. Main Street applications for Planned Unit Development, Conditional Use Permit, and Development Agreement hearings – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw introduced the applicant. He would like the public to understand the proposal and hear public comment. Mayor Bradshaw advised that good decisions come from a transparent project and he thanked the public for attending. Mayor Neil Bradshaw is here to orchestrate the process and Council is here to make good decisions.

Cameron Gunter, CEO of PEG Development, advised that he built Frenchman's Place in Ketchum. He gave his background and advised that he is also in support of the public process and looks forward to the input from the community. They are proposing a hotel brand that can be modeled to the community. He talked about the benefits of the brand and about the benefits of bringing more people to the area. It's important to them to have onsite employee housing and believes that is critical to the success of the property.

Nick Blayden, Project Manager, presented the site and talked about what was there before. He talked about the economics of the project, went over the market study and presented the estimated property tax and sales tax. He advised that 30 beds for employee housing will be onsite and some of the employees would be coming from other properties.

Justin Heppler, Architect, thanked P & Z and Council for allowing the presentation. He talked about the flexibility of the PEG Hotel advising that it allows them to cater a project to the local community. He talked about who they are trying to attract to the area and went over the process they are going thru in creating the hotel. Justin Heppler advised that at the beginning of the project he reached out to Director of Planning & Building John Gaeddert who gave him guiding direction for this site. He went over the design and how they got to where they are today and about the studies that have been done. He showed a picture of the site and what they are trying to accomplish. He went over the public amenities on each level and presented the employee housing component which consists of 30 beds for employees. They believe this plan supports the comprehensive plan of the City of Ketchum. Justin Heppler clarified the height of the building saying they are lower than the Limelight Hotel and the Bariteau Project. Justin Heppler talked about the process and advised that the designs are not complete. He talked about waivers, size of acreage, Floor Area Ratio waiver due to employee housing, and set back exceptions on 3 sides. Mr. Heppler talked about the changes they have worked on with P & Z up to this point due to the requests they received through the process.

Ryan Hales, Hales Engineering, talked about the Traffic Impact Study, level of service and how they calculated the traffic conditions, as well as signalized, and stop controlled intersections. He talked about the existing back-ground conditions as well as future growth estimates and went over the traffic count and the River at Main Street Intersection.

Mayor Neil Bradshaw talked about the public comment that was received at the previous meeting and all the written comment received. Mayor asked council for any disclosures. All of Council advised they had spoken with Dick Clotfelter on his thoughts regarding traffic, noise and the roof top bar. Councilor Courtney Hamilton also talked to John Pernell.

Mayor Neil Bradshaw advised public comment will be held to 3 minutes and asked the audience to be respectful of all comments to create a safe environment.

Scott Hanson owns a home in Trail Creek Crossings. He advised that he helped create the letter and the online petition. He talked about his support of hotels but objects to the location of the proposed hotel and talked about the different zones. Scott Hanson advised that It's not in scale and would detract from the entrance of town and is concerned about traffic and waivers. Zoning is something that people rely on and waivers should not be granted. He talked about the survey's and petitions that have been circulated and stated that this project should not go forward.

Elaine Harks, resident of Ketchum, talked about the changes she has seen over the years. She is not anti-hotel. Her main concern is zoning, and she questioned the laws and if they are standard or merely suggestions.

Pat Duggan, full time resident and property owner in Ketchum, talked about how ironic it is to be holding this meeting in this hotel. She talked about the waivers that have been granted in the past and advised that the waivers need to stop. She would like all projects to be brought to the public in a much earlier time frame. She talked about the public's response to this topic and talked about the people who have signed the petitions and the comments received from the signers.

Tom Benson, full time Ketchum resident and homeowner, advised exceptions should only be made when positives exceed the negative effects. He talked about the evidence of needing more rooms for occupancy. He went over the number of employees needed. He talked about moving employee housing to someplace else and gave suggestions on how to change the design to have this project fit on the land. He asked council to listen to the community and not grant the waivers.

Lars Guy, tenant of building to the west of the hotel, brought a visual aid to assist in understanding the height of the building. He also voiced concern about the parking. He urged Council to please continue to review.

Jima Rice, Blaine County resident, advised that the issues are very complex, and the P & Z members were confused. She talked about issues that have been discussed and about the issues that have not been addressed. She went over the process and suggested this go back to the P & Z. It is now up to Council to do the right thing.

Gene Abrams talked about variances that have been given to the Limelight, saying that does not mean that variances should be given to another hotel. He questions occupancy and the need for another hotel. There is another Marriott going in down the road. He said employee housing does not make sense. He also questioned the tax income.

Dick Clotfelter, resident at 151 S. Main on the top of the Limelight Hotel, went over all that he has accomplished in life. He talked about the plan and design before the council. He advised he hired an architect on his own and understands the council's and the developer's position. His concern is the traffic mess that will occur on River Street. He voiced concern over Fire Safety on River due to the road being closed and talked about the Plan PEG has proposed for parking, loading and garbage removal. He questioned how their plan will work.

Sally McCollum, Ketchum resident, used to own the building to the West of the proposed hotel. She talked about the size of the lot explaining that the proposed building is too large for the site as well as the Limelight Hotel is too big at the entrance of town.

Heidi Scherthanner, Ketchum resident, explained that her biggest complaint is the City continues to offer waivers for private homes or hotels. We have parameters and we need to stay within them. The traffic is a large problem.

Mark Penn, President of East Fork, talked about a previous letter sent to Mayor and council. He talked about the applicant trying to ignore the zoning and applying for variances. He requested we maintain the T Zone and stated why. Mr. Penn also talked about the building height waiver request, stating it is not appropriate and voiced concerns about parking. Mr. Penn stated that he is not opposed but the project could be designed to fit in the neighborhood better.

Pam Bailey, Sun Valley resident, voiced concern over traffic due to repairs and River Street. She talked about the economic development impact.

Dell Ann Benson, Trail Creek Crossing, talked about what brought her and her family to Ketchum. She talked about the construction she has seen and about noticing issues she has received. Ms. Benson voiced objection to the hole in the entrance of the City and asked the council to vote against the project.

Mickey Garcia talked about the soul of Ketchum and gave the history of Ketchum. He talked about the height of buildings throughout the history and praised the developer saying that the new proposal does not look any worse than the Limelight Hotel. He advised that the public does not want to let anyone else in.

Michael Brown, from Aspen Colorado, and owns the Tamarack and Ketchum Hotel, talked about the land use code and about Aspen. He talked about the way they do this in Aspen and does not think it is a good idea. Mr. Brown talked about the research he has done into the PEG Corporation and them knowing how to get waivers. He questioned why they purchased that land and talked about Ketchum being eclectic and how it should stay that way.

Jim Laski, Attorney representing the Limelight Homeowner's Association, talked about the Limelight's objections to the design and voiced his concern with traffic. He talked about ITD's plan and not knowing when it will go forward. He talked about the fact that the Limelight does not have any waivers other than housing and talked about parking spots and setbacks. Mr. Laski voiced concern over the circulation plan and making sure it works.

Gary Slette, representing Jan Clotfelter, talked about planning in the City of Ketchum. Mrs. Clotfelter is not against a hotel but is concerned about the traffic and circulation project. He referenced a letter he sent council and talked about River Street Access and Main Street road closures. He gave suggestions on how to move forward with a traffic plan.

Gary Lipton, resident of Ketchum, gave thanks to the Council and the KURA stating that the parking lot is underutilized. He is for the hotel, but waivers need to be addressed appropriately. If this does not go forward this will affect future investors.

Melissa Lipton said we have a Planning & Zoning Committee for a reason. She does not think the organization should have waivers approved. She's afraid of no character at the entrance of Ketchum.

Ben Worst, 220 River St., LLC, said that his client supports a hotel and on this location. He talked about the waivers and PUD's. Mr. Worst gave the history of waivers and when the legislature changed laws and said the developer is asking for zoning code to be meaningless. PUD is what will make this hotel the best product it can be. He talked about the traffic, parking issues, and the view corridors and asked council to use the PUD process.

Jerry Seifert talked about all he has been a part of in the community and voiced his support of this project. He talked about the history of the Ketchum/Sun Valley Area and what we do here. He read Title 50 aloud and talked about Zoning throughout the County and where they are in each City. He talked about the waiver system and why it is in place.

Ed O'Gara on River Street, closest resident to the proposed hotel as well as to the Limelight Hotel. He said street parking is preferred over underground parking at the Limelight and talked about parking during Ketchum alive.

Brian Barsotti, Ketchum resident, talked about his history of trying to put up a hotel in Ketchum stating that slack is very hard on this area and hospitality has changed. He talked about Air BnB and other rentals in the area, stating this is a different world today. If waivers are given here, they will need to be given everywhere.

Public comment closed at 5:50 p.m.

Mayor Neil Bradshaw asked the applicant to comment. CEO, Cameron Gunter, would like the process to take its time and they will come back at a later date if need me.

Mayor Neil Bradshaw advised that we have seen this application that has been thru the P & Z review process who are now sending it to council to give direction. Councilor Jim Slanetz asked about the traffic study being done by the state. Engineer Ryan Hales advised that the state has a plan but has not said when it will be done. Ryan Hales talked about PEG's plan and talked about safety. Council President Michael David asked Mr. Hales about the ability or inability to having egress off highway 75. Mr. Hales explained that ITD considers this an Urban right of way and what that means and said that ITD would not like to add an access there. Architect, Justin Heppler talked about a design in Jackson and explained a tool that they would use. Councilor, Amanda Breen questioned trash removal and how it would affect traffic. Cameron Gunter said ATV's would be used to pull out the trash. Delivery's would be scheduled to when guests are not transitioning in and out. Councilor Courtney Hamilton said that she would like to see what ITD and the developer could come up with. Mayor Neil Bradshaw advised that doing this independently is not ideal and there will need to be some sort of coordination. Project Manager Nick Blayden advised that he has talked to ITD and has received the initial plan. He talked about the safety issue of making a left-hand turn. Michael David said he wants to be on record as not being for a left-hand turn. Courtney Hamilton questioned pedestrian crossing and what is being suggested at this time. Cameron Gunter talked about the stoplight being used for pedestrian safety. Not to add a crosswalk to the Northside. Councilor Amanda Breen would like to know what will be put there to prevent pedestrian crossing. Director of Planning & Building John Gaeddert clarified ITD's recommendation which is in the council packet.

Mayor Neil Bradshaw asked about workforce housing on site. He questioned putting affordable housing elsewhere and reducing the size by 30 rooms. CEO Cameron Gunter talked about the studies they have done and what they have done at other properties and what they were able to do here. Council

President, Michael David questioned if housing was eliminated if that would allow them to have 100 rooms with less massing. Cameron Gunter confirmed it would. Less massing was discussed, and the architect advised they would need to go back to the design. Project Manager Nick Blayden questioned if they could pay in lieu instead of providing housing. Mayor Neil Bradshaw confirmed that technically they could. Councilor Amanda Breen said that she is not in favor of eliminating employee housing. Courtney Hamilton agreed, and she would have a hard time approving the project without it. There are pros and cons to offsite and onsite housing. City Attorney Matt Johnson clarified that the questions are from the council to the applicant. Mayor Neil Bradshaw asked council for better direction to the applicant. Michael David voiced his appreciation for onsite housing. Courtney Hamilton agrees with Michael David stating that it makes a difference for employees and traffic congestion in our town.

Mayor Neil Bradshaw wants to talk about the setbacks and heights and asked for guidance for Planning & Zoning. Councilor Courtney Hamilton said it will be impossible to do without a height waiver. Council President Michael David agrees that a PUD is a good way to go. Councilor Amanda Breen talked about the roof top bar being a public amenity. She questioned if they don't offer the roof top bar could it eliminate some of the height. Project Manager Nick Blayden confirmed that it would. Councilor Jim Slanetz advised that he does not have the answers as to how to make this project smaller and is not sure what level would be acceptable. Nick Blayden said he does not think that they are asking for a great number of waivers and advised that waivers are allowed in that zone. Courtney Hamilton asked about eliminating some of the rooms, but Nick Blayden said they cannot reduce the number of rooms.

Director of Planning & Building John Gaeddert talked about the history of the PUD and a study that had been done. Mayor Neil Bradshaw questioned the setbacks being proposed. John Gaeddert explained highway 75 and the right of way widths and the setbacks. He explained that some of the footprint is ok, however, there are parts that are not. Councilor Breen & Hamilton talked about where they would like to see a reduction. John Gaeddert explained what the applicant has already done. The ITD record of decision is for 3 lanes with curb gutter and 6' sidewalk and we want to be sure the hotel plan works with ITD. There was more discussion about density, height and traffic flows. John Gaeddert advised that council still needs our City Engineers input. Which we should have the 2nd meeting in November.

Mayor Neil Bradshaw asked the council what direction could be given to the applicant and talked about the needs of our community changing and these factors all needing to be weighed in. What do we need to direct back to P & Z? Councilor Jim Slanetz said the sentiment is different now than in 2008/2009 and overall, this is a good project. The waivers are set up to represent stake holders in our community. He has never seen such an organized effort and understands that most are ok with the project if it stays within the code. We have heard loud and clear that the public is not good with the waivers as presented. He personally does not have a problem with the waivers, but they are not what the community wants. Councilor Amanda Breen agrees with Councilor Slanetz and requested legal advice on what the standard of review is? City Attorney Bill Gigray advised that the PUD is allowed by the Idaho Code and Council has full authority to do that. Bill Gigray explained the process of granting a variance. This is a waiver issue under the PUD Ordinance. Council President Michael David questioned waivers on the size. Mayor Neil Bradshaw asked council about rooftop bar and the public amenity. Courtney Hamilton talked about the comments she has received from the public and advised that the existing roof tops all seem to be working with our dark sky ordinance. Courtney Hamilton talked about the 90 parking spaces that have been submitted. She questioned parking during a full house and would like a backup plan for that. Michael David observed that most visitors don't have cars and advised that other issues are bigger than the parking issues. Mayor talked about FAR percentages and asked Council for

comments on the FAR waiver. Courtney Hamilton said there doesn't seem to be a lot of support from the public to waive any waivers, but she is in support of the housing.

Councilor Courtney Hamilton advised that regardless of what goes there it will need a PUD. How do we find a project that has some level of public good? What are the alternatives to this project? How do we take this opportunity to make it good for Ketchum? She encouraged the public to look at what we want on this site.

City Attorney Bill Gigray advised council that under our code we have the right to continue the matter based on complexity and more information needed. He recommends we ask the applicant and the staff how much time they will reasonably need to move forward. When we have more information, we will need a new staff report and we can reconvene this hearing. Mayor Neil Bradshaw asked the applicant if the December 2, 2019 meeting would work. CEO Cameron Gunter would like to have more open houses and clarification to look at alternatives.

Motion to continue to December 2, 2019 due to complexity of this project and the need for more information and to continue to December 2nd at 4p.m.

Motion made by Councilor Breen, Seconded by Councilor Hamilton

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

Mayor called for a 5-minute break at 7:30 p.m.

Meeting Reconvened at 7:35 p.m.

16. **ACTION ITEM:** Recommendation to hold a public hearing, deliberate, and approve the Third Reading of Ordinance #1198 amendments to the City of Ketchum Subdivision regulations – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw advised this is the 3rd reading of Ordinance 1198 on Ketchum Subdivision Regulations. The purpose of this Ordinance is to make the city's subdivision noticing provisions consistent with Idaho Code, clarify procedural and improvement requirements for different subdivision types: land, condominium, townhouse, readjustment of lot lines also recognizing that dead end alleys within the original Ketchum Townsite have been allowed and are desirable in certain instances.

Mayor Neil Bradshaw opened the meeting for public comment.

Jim Speck on behalf of Carol Allen King, LLC Estate advised that the public interest is not in the statute and suggested wording be added to the Ordinance

Anne Corrock, Ketchum resident, talked about the history and questioned what has changed in the state code. City Attorney Matt Johnson advised nothing has changed in the code. Ms. Corrock went on to say that when looking at vacating any public asset you should look at the loss. Sometimes that gain never produced anything. The question should be, is this needed any longer for any purpose whatsoever? She gave an example of Simplot coming forward with their PUD and talked about how that ended up. Anne Corrock is in support of the language that Jim Speck suggested.

No further public comments. Public comment closed.

Mayor Neil Bradshaw talked about the suggested added language by Jim Speck. Adding the language that the commission shall only recommend that the council approve vacation of all or any portion of existing street Alley or easement of right of way if it finds and concludes based on record of public hearing that vacation is in the public interest and also add another piece of language, Section C under Council action council shall only approve the vacation of all or any portion or an existing street, alley or easement right of way if it finds and concludes based on the record of public that such vacation is in the public interest. Attorney Matt Johnson has no concerns, it is just a clarification.

Motion to approve the 3rd reading of ord. 1198 set forth in attachment A with language added by what Mayor Bradshaw read and to read by title only.

Motion made by Councilor Breen, Seconded by Councilor Hamilton

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

Councilor Breen read the Title aloud.

- 17. ACTION ITEM:** Appeal Hearing for Alpenglow’s off-site Vendor Permit – Director of Planning & Building John Gaeddert

Mayor Neil Bradshaw talked about the off-site vendor permit in the POD and what we are looking at tonight. Can a POD be used as a structure and if food should have to be served?

Melissa Levick talked about Alpenglow and what their goal is. She talked about all that she has done to the container structure advising it is made of steel. She addressed food having to be served with the alcohol and said it is unreasonable to require her business to be dependent on others and does not think they should be singled out.

Council President Michael David asked Police Chief Dave Kassner about alcohol laws. Dave Kassner said there are new laws pertaining to alcohol sales like this. Councilor Courtney Hamilton questioned enforceability. Councilor Jim Slanetz compared it to Lefty’s deck. Director of Finance & Internal Services Grant Gager said the legal change at the state level is tucked into auditoriums and sporting events and they are exempt. City Attorney Matt Johnson explained that state law mandates, however, there are certain reasons under Ketchum municipal code that we can make more changes. Council deliberated.

Motion to approve vendor license 19101 with strike two provisions restricting 4f and 8

Motion made by Councilor Hamilton Seconded by Councilor Breen

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

- 18. ACTION ITEM:** Authorization to approve to Beer & Wine License for Alpenglow - Director of Finance & Internal Services – Grant Gager

Mayor Neil Bradshaw opened the meeting for public comment. There were none.

Motion to approve the alcohol license with the conditions matching those on the offsite vendor permit.

Motion made by Councilor Breen Seconded by Councilor Hamilton

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

- 19. ACTION – Recommendation to consider and take action on a Lot Line Shift application to combine two adjacent non-conforming lots of record located at 520 & 540 N Walnut Avenue in the Limited Residential (LR) Zoning District into one lot – Director of Planning & Building John Gaeddert**

Mayor Neil Bradshaw opened the meeting for public comment. There was none

Mayor Neil Bradshaw asked Council for questions or comments.

Motion to approve the Chess Lot Line Shift final plat application, subject to conditions 1-8

Motion made by Councilor Breen Seconded by Councilor Slanetz

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

- STAFF AND COUNCIL COMMUNICATIONS (council deliberation, public comment not taken)
- 20. ACTION ITEM:** Recommendation to Intertie Trail Creek Well from the Ketchum Springs Water systems (KSW) into the municipal system and approve contract 20402 with Lunceford Excavation – Water Superintendent Pat Cooley

Water Superintendent Pat Cooley asked Mayor and Council for approval of contract #20402 with Lunceford Excavation.

Mayor Neil Bradshaw asked council for questions. Council President Michael David asked if this was planned. Water Superintendent Pat Cooley explained that this work has been planned but just moved up and the financing comes from the water fund.

Motion to enter into contract #20402 with Lunceford Excavation Company to tie the Trail Creek Well line into the municipal water system at the corner of Spruce Ave and Sun Valley Rd. This contract is for \$18,700 with a 10% contingency amount of \$1,870 for a not to exceed project budget of \$20,570.

Motion made by Councilor Slanetz, Seconded by Councilor Breen.

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

- EXECUTIVE SESSION
- 21. Discussion pursuant to 74-206 (1) (a)
- 22. Discussion pursuant to 74-206 (1) (f)

Motion to go into Executive Session pursuant to 74-206 (1) (a) (f) at 8:06p.m.

Motion made by Councilor Breen, Seconded by Councilor Hamilton.

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

Motion to come out of Executive Session at 8:32 pm.

Motion made by Council President David, Seconded by Councilor Hamilton

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

- **ADJOURNMENT**

Motion to adjourn at 8:32 pm.

Motion made by Council President David, Seconded by Councilor Hamilton

Voting Yea: Council President David, Councilor Breen, Councilor Hamilton, Councilor Slanetz

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
01-2175-8000 P/R DEDUC PBL--EMP CAF FSA-MD			
NBS-NATIONAL BENEFIT SERVI	CP232436	FSA	663.74
01-2175-9000 P/R DEDUC PBL--EMP CAF FSA-DC			
NBS-NATIONAL BENEFIT SERVI	CP232436	DCA	461.52
01-2300-0000 DEPOSITS-PARKS & EVENTS			
TRAILING OF THE SHEEP	101419	Deposit Refund	250.00
Total :			1,375.26
LEGISLATIVE & EXECUTIVE			
01-4110-4910 MYR/CNCL-TRAINING/TRAVEL/MTG			
LIMELIGHT HOTEL KETCHUM	101519	10/7 Council Meeting	457.40
01-4110-7400 OFFICE FURNITURE & EQUIPMENT			
MARCO ROMERO COMPUTER S	35803	Webcam	90.00
Total LEGISLATIVE & EXECUTIVE:			547.40
ADMINISTRATIVE SERVICES			
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
SUN VALLEY NATURAL SPRING	00028804	Spring Water	69.99
01-4150-4200 PROFESSIONAL SERVICES			
CASELLE, INC.	97826	November 2019 Contract	2,204.00
01-4150-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0930	12604186	677.44
EXPRESS PUBLISHING, INC.	10002196 0930	12404598	73.71
EXPRESS PUBLISHING, INC.	10002196 0930	12603867	71.08
EXPRESS PUBLISHING, INC.	10002196 0930	12605405	123.28
EXPRESS PUBLISHING, INC.	10002196 0930	12605388	23.00
EXPRESS PUBLISHING, INC.	10002196 0930	12604598	73.71
EXPRESS PUBLISHING, INC.	10002196 0930	12603867	71.08
EXPRESS PUBLISHING, INC.	10002196 0930	12603867	71.09
EXPRESS PUBLISHING, INC.	10002196 0930	12604598	73.71
EXPRESS PUBLISHING, INC.	10002196 0930	12603867	71.09
EXPRESS PUBLISHING, INC.	10002196 0930	12605406	44.16
EXPRESS PUBLISHING, INC.	10002196 0930	12605387	179.40
EXPRESS PUBLISHING, INC.	10002196 0930	12604598	73.72
01-4150-4900 PERSONNEL TRAINING/TRAVEL/MTG			
CROTTY, ROBIN	101119	Reimbursement	2.00
RUBEL, SHELLIE	101419	Travel Reimbursement Caselle	286.26
SHARP, KATRIN	101419	Mileage Reimbursement	165.24
BERTOVICH, ERIC	101419	Caselle Travel Reimbursement	368.65

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4150-5100 TELEPHONE & COMMUNICATIONS			
SYRINGA NETWORKS	19OCT0399	19OCT0399	3,000.00
COX WIRELESS	047131901 092	047131901 092619	119.00
01-4150-5110 COMPUTER NETWORK			
KETCHUM COMPUTERS, INC.	16413	Computer Support	7,346.70
01-4150-5150 COMMUNICATIONS			
IDAHO SUNSHINE MEDIA LLC	101119	Advertising	2.00
01-4150-5200 UTILITIES			
IDAHO POWER	2203990334 10	2203990334 101119	42.47
IDAHO POWER	2206570869 10	2206570869 101119	9.13
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
WILRO PLUMBERS LLC	14243	Town Square Plumbing	250.00
Total ADMINISTRATIVE SERVICES:			15,491.91
LEGAL			
01-4160-4200 PROFESSIONAL SERVICES			
WHITE PETERSON	24892R 093019	24892R 093019	14,913.75
Total LEGAL:			14,913.75
PLANNING & BUILDING			
01-4170-4200 PROFESSIONAL SERVICES			
CENTER FOR CONTINUING EDU	5185 - REV AD	August and September Services	994.00
01-4170-4400 ADVERTISING & LEGAL PUBLICATIO			
EXPRESS PUBLISHING, INC.	10002196 0930	12605365	38.64
EXPRESS PUBLISHING, INC.	10002196 0930	12605407	414.72
Total PLANNING & BUILDING:			1,447.36
NON-DEPARTMENTAL			
01-4193-9930 GENERAL FUND OP. CONTINGENCY			
LOWE, AARON	100419	Travel and Lodging Reimbursement - Fire Chief Interview	1,802.51
Total NON-DEPARTMENTAL:			1,802.51
FACILITY MAINTENANCE			
01-4194-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP232436	HRA	242.40
01-4194-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	922516	38950 101519	336.54
01-4194-4200 PROFESSIONAL SERVICES			
BIG WOOD LANDSCAPE, INC.	100819	Paver	12.00
CEM AQUATICS	135786	Splash Pad Parts	367.68
01-4194-4220 PROF SERV-CITY BEAUTIFICATION			
LILY & FERN, LLC	3186	Bed Cutting	173.34

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4194-5200 UTILITIES			
IDAHO POWER	2203313446 10	2203313446 101019	38.12
01-4194-6000 REPAIR & MAINT-AUTOMOTIVE EQUI			
RIVER RUN AUTO PARTS	6538-146751	Washer Solvent	41.45
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
RIVER RUN AUTO PARTS	6538-146715	Grease Tubes	21.32
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	1910-557188	Gloves	23.29
A.C. HOUSTON LUMBER CO.	1910-560073	Supplies	19.41
A.C. HOUSTON LUMBER CO.	1910-560320	Supplies	2.56
CHATEAU DRUG CENTER	2132376	Supplies	6.64
MOSS GARDEN CENTER	174512	Topsoil	11.18
PLATT ELECTRIC SUPPLY	X336166	Parts	36.95
Total FACILITY MAINTENANCE:			1,332.88
POLICE			
01-4210-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2132388	Sign Cleaner	15.16
SAFETY SUPPLY & SIGN CO.	170223	Crosswalk Flags	896.12
LIDSTROM, BLAKE	68528	CSO Uniform	152.00
01-4210-4200 PROFESSIONAL SERVICES			
KETCHUM COMPUTERS, INC.	16414	Computer Support - BCSO	938.25
Total POLICE:			2,001.53
FIRE & RESCUE			
01-4230-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP232436	HRA	981.75
01-4230-3200 OPERATING SUPPLIES FIRE			
COPY & PRINT, L.L.C.	100613	Flashdrives	19.43
CURTIS TOOLS FOR HEROES	INV322785	MSA Passport Leather Patches	256.65
01-4230-3210 OPERATING SUPPLIES EMS			
BOUNDTREE MEDICAL	83366136	Medical Supplies	261.31
BOUNDTREE MEDICAL	83366137	Medical Supplies	370.45
BOUNDTREE MEDICAL	83373780	Electrode Pads	564.37
COPY & PRINT, L.L.C.	100613	Flashdrives	19.42
MCKESSON	65893339	Medical Supplies	24.42
NORCO	27514868	52355 093019	32.46
NORCO	27515894	54794 093019	214.20
North American Rescue, LLC	IN396849	Tourniquets	142.67
01-4230-4220 PROFESSIONAL SRVS FIRE CHIEF			
ALLSTAR PROPERTY MANAGEM	101619	Security Deposit	1,700.00
01-4230-4900 TRAINING/TRAVEL/MTG FIRE			
IDAHO BUREAU OF EMS & PREP	00003106	ALS License Renewal - Miles Canfield	25.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4230-4910 TRAINING EMS			
Saint Alphonsus	19SMTC15	2019 Trauma Conference	200.00
Saint Alphonsus	19SMTC15	2019 Trauma Conference	4,000.00
01-4230-4920 TRAINING-FACILITY			
IDAHO POWER	2224210258 10	2224210258 100819	19.52
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
MTE COMMUNICATIONS	056983 100119	Digital Subscriber Line	15.13
UPS STORE #2444	6326	6326	5.81
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
MTE COMMUNICATIONS	056983 100119	Digital Subscriber Line	15.12
UPS STORE #2444	6326	6326	5.82
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
ALSCO - AMERICAN LINEN DIVI	LBO11745231	5109 101419	29.75
RIVER RUN AUTO PARTS	6538-146705	Exhaust Fluid	35.90
Total FIRE & RESCUE:			8,939.18
STREET			
01-4310-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP232436	HRA	413.18
01-4310-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2130342	batteries	38.90
D & B SUPPLY INC.	55650	Work Boots	143.99
D & B SUPPLY INC.	58065	Work Uniforms	515.85
D & B SUPPLY INC.	88139	Work Uniforms	63.98
FASTENAL COMPANY	IDJER86063	Backbelt	24.71
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	184038	37269 092719	3,132.83
UNITED OIL	922389	37269 101519	1,526.21
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
IDAHO TRANSPORTATION DEPT	C14124 C1367	C14124	23.00
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
METROQUIP, INC.	P01287	Hose Lubrication	192.70
NAPA AUTO PARTS	989586	Air Filters	138.56
NAPA AUTO PARTS	989729	Filters	38.26
NAPA AUTO PARTS	989750	F550 Rails	72.09
NAPA AUTO PARTS	989803	Trailer Connect kit	9.08
NAPA AUTO PARTS	989891	Krew Center Flow	99.96
NAPA AUTO PARTS	989892	Blower Fluid	156.76
NAPA AUTO PARTS	989893	Hydraulic Filters	46.98
NAPA AUTO PARTS	990596	Oil Filter	29.58
NAPA AUTO PARTS	990683	Credit	388.80-
NAPA AUTO PARTS	990752	Grader Parts	21.29
NAPA AUTO PARTS	990753	Grader Parts	31.49
NAPA AUTO PARTS	991084	Grader Parts	45.28
NAPA AUTO PARTS	991085	Grader Parts	15.07
RIVER RUN AUTO PARTS	6538-146769	Lock Pin	10.98
WHITE CLOUD COMMUNICATIO	95330	Fuses	95.50
WOOD RIVER WELDING, INC.	174649	Repairs	19.10

Vendor Name	Invoice Number	Description	Net Invoice Amount
WOOD RIVER WELDING, INC.	174655	Repairs	1.80
WOOD RIVER WELDING, INC.	174721	Repairs	35.67
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBOI1742843	5831 100419	48.11
ALSCO - AMERICAN LINEN DIVI	LBOI1744808	5831 101119	48.11
NORCO	27514950	53271 093019	208.65
TREASURE VALLEY COFFEE INC	2160 06327867	Tea and Cream	20.08
TRAPP, KELLI	100819	Shop Towel Reimbursement	10.00
01-4310-6920 SIGNS & SIGNALIZATION			
NAPA AUTO PARTS	990080	Sign Board Battery	1,807.74
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2200059315 10	2200059315 101019	5.29
IDAHO POWER	2200506786 10	2200506786 101019	6.07
IDAHO POWER	2201174667 10	2201174667 101019	11.49
IDAHO POWER	2202627564 10	2202627564 101019	8.32
IDAHO POWER	2203027632 10	2203027632 101019	5.29
IDAHO POWER	2205963446 10	2205963446 101019	20.31
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
ANDERSON ASPHALT PAVING IN	7078	Asphalt	9,524.40
BROOKS WELDING	13319	Valve Lid Repair	59.58
COLOR HAUS, INC.	226080	Brush and Paint	12.03
CONCRETE CONSTRUCTION SU	S32698	Curb and Gutter Repair	62.50
LUTZ RENTALS	100098-1	Jackhammer Rental	59.94
LUTZ RENTALS	100351-1	Jackhammer Rental	71.02
PIPECO, INC.	S3553211.001	Rake	7.61
WALKER SAND AND GRAVEL	671460	Crushed Fines	1,088.52
WALKER SAND AND GRAVEL	673097	Crushed Fines	1,067.72
WALKER SAND AND GRAVEL	674221	Crushed Fines	726.25
WALKER SAND AND GRAVEL	674221	Clean Fill	292.80
WALKER SAND AND GRAVEL	675067	Crushed Fines	369.30
WALKER SAND AND GRAVEL	676656	Clean Fill	126.16
WALKER SAND AND GRAVEL	676656	Crushed Fines	778.94
WALKER SAND AND GRAVEL	676925	Crushed Fines	1,472.83
Total STREET:			24,473.06
RECREATION			
01-4510-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP232436	HRA	264.74
01-4510-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2129237	Supplies	11.38
CHATEAU DRUG CENTER	2132930	Batteries	15.66
KETCHUM KITCHENS	220000096939	Supplies	58.28
OHIO GULCH TRANSFER STATIO	130225	Rec Dept Waste	9.00
SYSCO	140510495	Trash Bags	40.99
01-4510-3250 RECREATION SUPPLIES			
ATKINSONS' MARKET	04836078	Supplies	7.56
KETCHUM KITCHENS	220000097996	Toaster	43.12
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	02781348	Concessions	15.52

Vendor Name	Invoice Number	Description	Net Invoice Amount
ATKINSONS' MARKET	08445373	Concessions	18.88
ATKINSONS' MARKET	08449127	Concessions	36.39
ATKINSONS' MARKET	08449766	Concessions	5.69
ATKINSONS' MARKET	08453891	Concessions	14.57
ATKINSONS' MARKET	08456496	Concessions	12.03
SYSCO	140510495	Concessions	257.65
01-4510-3500 MOTOR FUELS & LUBRICANTS			
LUTZ RENTALS	100456-1	Propane	31.83
UNITED OIL	922388	37268 101519	57.27
01-4510-4200 PROFESSIONAL SERVICE			
WILRO PLUMBERS LLC	14263	Dishwasher Install	920.00
WILRO PLUMBERS LLC	14398	Plumbing Service	120.00
Total RECREATION:			1,940.56
Total GENERAL FUND:			74,265.40
GENERAL CAPITAL IMPROVEMENT FD GENERAL CIP EXPENDITURES			
03-4193-4250 ENERGY WORK PROGRAM			
C & R ELECTRIC, INC.	3050	Office Heat & Air	441.12
C & R ELECTRIC, INC.	3055	Office Heat	256.56
03-4193-7180 UNDERGROUNDING			
ANDERSON, ROBERT	101119	Broadway Blvd July Underground Study	357.00
03-4193-7193 WARM SPRINGS ROAD			
MOSS GARDEN CENTER	174420	Flats - Perennials	1,099.85
03-4193-7201 ESF- PUBLIC OUTREACH/DESIGN			
EXPRESS PUBLISHING, INC.	10002196 0930	12604974	552.60
EXPRESS PUBLISHING, INC.	10002196 0930	12604975	439.20
03-4193-7400 COMPUTER/COPIER LEASING			
GREAT AMERICA FINANCIAL SE	25608142	Copier Leasing	1,729.24
DELL FINANCIAL SERVICES	80159044	Management Fee	11.30
03-4193-7600 ATKINSON PARK IRRIGATION			
ADVANCED IRRIGATION	1229	skate park drip system meeting and water management of park	2,250.00
Total GENERAL CIP EXPENDITURES:			7,136.87
Total GENERAL CAPITAL IMPROVEMENT FD:			7,136.87
FIRE & RESCUE CAPITAL IMPR.FND FIRE/RESC CAPITAL EXPENDITURES			
11-4230-7600 OTHER MACH & EQUIP			
CLEARWATER POWER EQUIPME	09261925	Truck 1 Equipment	582.69
CURTIS TOOLS FOR HEROES	511592	Truck 1 Equipment	8,620.00
Total FIRE/RESC CAPITAL EXPENDITURES:			9,202.69
Total FIRE & RESCUE CAPITAL IMPR.FND:			9,202.69

Vendor Name	Invoice Number	Description	Net Invoice Amount
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6060 EVENTS/PROMOTIONS			
BIGHORN TRAFFIC SERVICES	657	Trailing of the sheep Traffic Control Plans	50.00
22-4910-6080 MOUNTAIN RIDES			
MOUNTAIN RIDES	11117	Monthly Installment 1/12	52,058.34
Total ORIGINAL LOT TAX:			52,108.34
Total ORIGINAL LOT FUND:			52,108.34
WATER FUND			
WATER EXPENDITURES			
63-4340-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	55204	Utilities Billing	417.47
63-4340-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	1910-561008	Gloves	17.59
ALSCO - AMERICAN LINEN DIVI	LBO11744836	5192 101119	24.49
GEM STATE PAPER & SUPPLY	1010765	Paper and cleaning supplies	64.65
PIPECO, INC.	S3551135.001	Blue Flags	12.88
63-4340-3250 LABORATORY/ANALYSIS			
MAGIC VALLEY LABS, INC.	13785	Water Testing	3,991.00
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	922391	37271 101519	359.30
63-4340-4200 PROFESSIONAL SERVICES			
DIG LINE	0061338-IN	Monthly Fee	260.26
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087250715 10	2087250715 100419	118.41
CENTURY LINK	2087255045 10	2087255045 100419	54.42
SENTINEL FIRE & SECURITY, IN	46710	1177 - 110 River Ranch Rd.	74.25
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
PLATT ELECTRIC SUPPLY	Z532582	Supplies	72.57
Total WATER EXPENDITURES:			5,467.29
Total WATER FUND:			5,467.29
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7800 CONSTRUCTION			
FERGUSON ENTERPRISES, LLC	0724826	Extension Kit	1,302.23
64-4340-7802 KETCHUM SPRING WA CONVERSION			
FERGUSON ENTERPRISES, LLC	0727107	10th Street Work 20316	157.96
FERGUSON ENTERPRISES, LLC	0727107-1	20316 Work	66.96
Total WATER CIP EXPENDITURES:			1,527.15

Vendor Name	Invoice Number	Description	Net Invoice Amount
Total WATER CAPITAL IMPROVEMENT FUND:			1,527.15
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2505 HEALTH REIMBURSEMENT ACCT(HRA)			
NBS-NATIONAL BENEFIT SERVI	CP232436	HRA	25.00
65-4350-3120 DATA PROCESSING			
BILLING DOCUMENT SPECIALIS	55204	Utilities Billing	626.20
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11744836	5192 101119	24.49
ALSCO - AMERICAN LINEN DIVI	LBO11744837	5292 101119	115.01
ATKINSONS' MARKET	08453395	Supplies	8.47
CHATEAU DRUG CENTER	2129858	Tape	7.59
D & B SUPPLY INC.	6901	Uniforms	262.95
GEM STATE PAPER & SUPPLY	1011087	Paper and cleaning supplies	171.45
HUDSON'S SHOES	1-41840	Work Boots	159.99
NORTH CENTRAL LABORATORI	429166	Buffer Solutions	331.74
TREASURE VALLEY COFFEE INC	2160 06315971	COFFEE	115.50
UPS STORE #2444	6280	6280	10.50
UPS STORE #2444	6318	6318	12.33
UPS STORE #2444	6360	6360	12.33
UPS STORE #2444	6391	6391	15.66
UPS STORE #2444	6395	6395	12.78
UPS STORE #2444	6404	6404	12.33
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	922390	37270 101519	165.59
65-4350-4200 PROFESSIONAL SERVICES			
ANALYTICAL LABORATORIES, I	66485	chemicals	826.52
65-4350-4900 PERSONNEL TRAINING/TRAVEL/MTG			
IDEQ STATE FISCAL OFFICE -DW	7678064	Exam Prep and Review - Jeff Gilbertson	75.00
IDEQ STATE FISCAL OFFICE -DW	7678065	Exam Prep and Review - Chad Riggs	75.00
65-4350-5100 TELEPHONE & COMMUNICATIONS			
SENTINEL FIRE & SECURITY, IN	46710	1177 - 110 River Ranch Rd.	24.75
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 10	2202158701 101119	7,071.05
IDAHO POWER	2224304721 10	2224304721 101019	11.91
65-4350-6000 REPAIR & MAINT-AUTO EQUIP			
IDAHO TRANSPORTATION DEPT	C14124 C1367	C13671	23.00
LES SCHWAB	11700583497	Trailer Tires	351.36
LES SCHWAB	11700586429	Flat Repair	39.94
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
A.C. HOUSTON LUMBER CO.	1910-559764	Concrete Dry Mix	8.82
LUTZ RENTALS	100270-1	Chain Saw	48.06
OHIO GULCH TRANSFER STATIO	131095	Clean Wood Waste	10.30
OHIO GULCH TRANSFER STATIO	131148	Clean Wood Waste	8.30
OHIO GULCH TRANSFER STATIO	131172	Clean Wood Waste	9.40
PLATT ELECTRIC SUPPLY	Z532582	Supplies	72.57
RIVER RUN AUTO PARTS	6538-146779	Oil	23.85

Vendor Name	Invoice Number	Description	Net Invoice Amount
THORNTON HEATING	40605	Fabricate Circle with Tabs	97.92
PRODUCTIVITY PLUS ACCOUNT	IV97970	Fuel Pump	98.01
65-4350-6900 COLLECTION SYSTEM SERVICES/CHA			
LUNCEFORD EXCAVATION, INC.	10223	Houston Lumber Claim	1,058.80
Total WASTEWATER EXPENDITURES:			12,024.47
Total WASTEWATER FUND:			12,024.47
DEVELOPMENT TRUST FUND			
DEVELOPMENT TRUST EXPENDITURES			
94-4900-8000 GATEWAY MARRIOT AUTOGRAPH HOTE			
WHITE PETERSON	24892R 093019	24892R 093019	586.25
94-4900-8036 BARROW DESIGN-531 SPRUCE-DEMO			
BARROW, BOB	101619	Bond Release	10,000.00
Total DEVELOPMENT TRUST EXPENDITURES:			10,586.25
Total DEVELOPMENT TRUST FUND:			10,586.25
Grand Totals:			172,318.46

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"
 Invoice Detail.Voided = No,Yes



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Snow Hauling Contracts

Recommendation and Summary

Staff is recommending the council approve the snow hauling contracts and adopt the following motion:
"I move to authorize the Mayor to approve the contract for services with; Anderson Asphalt, Canyon Excavation, LLC, Hiatt Trucking, Joe's Backhoe, Lunceford Excavation, Rick's Excavation and S. Erwin Excavation".

The reasons for the recommendation are as follows:

- The City of Ketchum does not have the staff and equipment necessary to perform the snow hauling duties and meet the historical level of service.
- Standardized contracts provide an economical method of achieving the historical level of service while ensuring fairness amongst the service providers.

Introduction and History

Currently, the City of Ketchum's Streets Division uses contracted snow haulers to remove snow from the right-of-way immediately after snowstorms greater than 3-inches. Doing so ensures that roadways are immediately passable and parking areas are clear while also providing greater visibility to all users.

Prior to 1996, the Street Division would plow snow on the first night of the storm. On the next night, City staff would start hauling snow away using both city-owned and contracted trucks. This process was less costly but considerably slower. During back-to-back storms, the Streets Division would only plow as the staff was unable to haul snow. As a result, the snow would pile up in town to the point where there would be little parking and very narrow travel lanes down each street.

In 1996, the City had a good snow year with several back-to-back storms which left the city core full of snow with little to no parking. The city council wanted change and so approved funds to upgrade equipment, increase staff, and utilize more contracted snow haulers. Today, the City uses up to 14 contract trucks to help haul snow while City staff plows. The contract allows the city to require that the trucks and drivers are safe, professional and follow a list of details specific to completing the snow hauling job safely and responsibly. Having contracts in place also guarantees that the City will not be paying varying hourly amounts to different contractors; all the contractors are on the same pay scale.

Analysis

As stated, the City started using snow hauling contracts to keep the pay and requirements equal for all contractors. For the coming year, the city will pay \$75.00 per hour for a truck that holds between 14 and 16 cubic yards and \$80.00 per hour for a truck that holds more than 16 cubic yards. The city also pays up to an hour travel time, p

truck, per day. While the hourly rate is lower than summer rates, the travel time has made the arrangement workable for the contractors.

In recent years, the City has found that using trailers for hauling snow is not very efficient. Contractors are also purchasing larger trucks which haul more snow more efficiently. As a result, we are removing the trailer provision, and accompanying \$90.00 per hour price for the truck with trailer, from the contract for the coming year. The newer, larger trucks will utilize the higher capacity truck price of \$80.00 per hour.

Financial Impact

The Streets Division Professional Services line item funds the contract snow haulers, flagging services, and engineering services. This year \$182,000 is budgeted for the line item. The minimal price changes in this contract should not significantly affect this line item.

Sincerely,

Brian Christiansen
Director of Streets and Facilities

Attachments:

Snow Hauling Contracts for:

- Anderson Asphalt Contract #20404
- Canyon Excavation Contract #20405
- Hiatt Trucking Contract #20406
- Joe's Backhoe Contract #20407
- Lunceford Excavation, Inc Contract #20408
- Rick's Excavation Contract #20409
- S. Erwin Excavation Contract #20410



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20404
(City of Ketchum/Anderson Asphalt Paving)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 21st day of October 2019, by and between THE CITY OF KETCHUM, an Idaho municipal corporation (“Ketchum”), and ANDERSON ASPHALT PAVING, an Idaho corporation (“Contractor”).

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the “Services”); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor’s supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor’s trucks and trailers.

- d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum-designated snow storage site.
- e. Contractor's trucks and trailers shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.

3. Consideration. Ketchum shall pay Contractor the following consideration:

- a. FOR A TRUCK WITH A BED SIZE OF 14 TO 16 CUBIC YARDS: SEVENTY-FIVE DOLLARS (\$75) per hour.
- b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: EIGHTY DOLLARS (\$80) per hour.
- c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
- d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather, or traffic accidents.
- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time of Performance. Contractor shall provide the Services on an “on call” basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2020, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor’s payments for work performed in performance of this Agreement by Contractor’s managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor’s drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers' shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
 Box 2315
 Ketchum, ID 83340-2315

CONTRACTOR:

Anderson Asphalt Paving
 P.O. Box 759
 Hailey, ID 83333

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

- 18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
- 19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- 21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 21ST day of October 2019.

THE CITY OF KETCHUM,
an Idaho municipal corporation

ANDERSON ASPHALT PAVING,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20405

(City of Ketchum/Canyon Excavation, LLC)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 21ST day of October 2019, by and between THE CITY OF KETCHUM, an Idaho municipal corporation (“Ketchum”), and CANYON EXCAVATION, LLC, an Idaho corporation (“Contractor”).

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, It is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the “Services”); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor’s supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor’s trucks.

- d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum-designated snow storage site.
- e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks or trailers that become stuck.

3. Consideration. Ketchum shall pay Contractor the following consideration:

- a. FOR A TRUCK WITH A BED SIZE OF 14 TO 16 cubic yards: SEVENTY-FIVE DOLLARS (\$75) per hour.
- b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: EEIGHTY DOLLARS (\$80) per hour.
- c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one hour total per truck per day.
- d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather, or traffic accidents.
- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time of Performance. Contractor shall provide the Services on an “on call” basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2020, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor’s payments for work performed in performance of this Agreement by Contractor’s managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor’s drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
 Box 2315
 Ketchum, ID 83340-2315

CONTRACTOR:

Canyon Excavation, LLC
 P.O. Box 961
 Shoshone, ID 83352

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 21st day of October 2019.

THE CITY OF KETCHUM,
an Idaho municipal corporation

CANYON EXCAVATION, LLC,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20406

(City of Ketchum/Hiatt Trucking, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 21st day of October 2019, by and between THE CITY OF KETCHUM, an Idaho municipal corporation (“Ketchum”), and HIATT TRUCKING, INC, an Idaho corporation (“Contractor”).

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, It is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the “Services”); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor’s supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor’s trucks and trailers.

- d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum-designated snow storage site.
- e. Contractor's trucks shall use only biodegradable truck and trailer bed liner materials to provide for any non-stick surface.
- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.

3. Consideration. Ketchum shall pay Contractor the following consideration:

- a. FOR A TRUCK WITH A BED SIZE OF 14 TO 16 cubic yards: SEVENTY-FIVE DOLLARS (\$75) per hour.
- b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: EIGHTY DOLLARS (\$80) per hour.
- c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one hour total per truck per day.
- d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather, or traffic accidents.
- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time of Performance. Contractor shall provide the Services on an “on call” basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2020, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor’s payments for work performed in performance of this Agreement by Contractor’s managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor’s drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
 Box 2315
 Ketchum, ID 83340-2315

CONTRACTOR:

Hiatt Trucking, Inc.
 P.O. Box 759
 Hailey, ID 83333

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 21st day of October 2019.

THE CITY OF KETCHUM,
an Idaho municipal corporation

HIATT TRUCKING, INC
an Idaho corporation

By: _____
Neil Bradshaw

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20407

(City of Ketchum/Joe's Backhoe Service, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 21st day of October 2019, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and JOE'S BACKHOE SERVICE, INC, an Idaho corporation ("Contractor").

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.

- d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum-designated snow storage site.
- e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.

3. Consideration. Ketchum shall pay Contractor the following consideration:

- a. FOR A TRUCK WITH A BED SIZE OF 14 to 16 cubic yards: SEVENTY-FIVE DOLLARS (\$75) per hour.
- b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: EIGHTY DOLLARS (\$80) per hour.
- c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
- d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather, or traffic accidents.
- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck or trailer repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time of Performance. Contractor shall provide the Services on an “on call” basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2020, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor’s payments for work performed in performance of this Agreement by Contractor’s managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor’s drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers' shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
 Box 2315
 Ketchum, ID 83340-2315

CONTRACTOR:

Joe's Backhoe Service, Inc.
 P.O. Box 54
 Richfield, ID 83349

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 21ST day of October 2019.

THE CITY OF KETCHUM,
an Idaho municipal corporation

JOE'S BACKHOE SERVICE, INC,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20408

(City of Ketchum/Lunceford Excavation, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 21st day of October 2019, by and between THE CITY OF KETCHUM, an Idaho municipal corporation (“Ketchum”), and LUNCEFORD EXCAVATION, INC, an Idaho corporation (“Contractor”).

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, it is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the “Services”); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor’s supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor’s trucks and trailers.

- d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum-designated snow storage site.
- e. Contractor's trucks and trailers shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.

3. Consideration. Ketchum shall pay Contractor the following consideration:

- a. FOR A TRUCK WITH A BED SIZE OF 14 TO 16 cubic yards: SEVENTY-FIVE DOLLARS (\$75) per hour.
- b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: EIGHTY DOLLARS (\$80) per hour.
- c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
- d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather, or traffic accidents.
- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck repair or maintenance or dislodging any stuck truck or trailer and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time of Performance. Contractor shall provide the Services on an “on call” basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2020, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor’s payments for work performed in performance of this Agreement by Contractor’s managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor’s drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.
11. Insurance. Contractor shall maintain public liability insurance in the amount of

\$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for

12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers' shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.

13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
Box 2315
Ketchum, ID 83340-2315

CONTRACTOR:

Lunceford Excavation, Inc.
P.O. Box 739
Ketchum, ID 83340

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.

15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.

16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

18. No Presumption. No presumption shall exist in favor of or against any party to thi

Agreement as the result of the drafting and preparation of the document.

- 19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- 21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 21ST day of October 2019.

THE CITY OF KETCHUM,
an Idaho municipal corporation

LUNCEFORD EXCAVATION, INC,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20409

(City of Ketchum/Rick's Excavation, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 21st day of October 2019, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and RICK'S EXCAVATION, INC, an Idaho corporation ("Contractor").

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, It is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks and trailers necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.

- d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum-designated snow storage site.
- e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks or trailers that become stuck.

3. Consideration. Ketchum shall pay Contractor the following consideration:

- a. FOR A TRUCK WITH A BED SIZE OF 14 TO 16 cubic yards: SEVENTY-FIVE DOLLARS (\$75) per hour.
- b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: EIGHTY DOLLARS (\$80) per hour.
- c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
- d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather, or traffic accidents.
- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary, and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time of Performance. Contractor shall provide the Services on an “on call” basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2020, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor’s payments for work performed in performance of this Agreement by Contractor’s managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor’s drivers are duly licensed to and capable of operating the trucks and trailers contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers' shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
 Box 2315
 Ketchum, ID 83340-2315

CONTRACTOR:

Rick's Excavation, Inc.
 P.O. Box 443
 Bellevue, ID 83313

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

- 18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
- 19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
- 20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
- 21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 21st day of October 2019.

THE CITY OF KETCHUM,
an Idaho municipal corporation

RICK'S EXCAVATION, INC,
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20410

(City of Ketchum/S. Erwin Excavation, Inc.)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into as of this 21ST day of October 2019, by and between THE CITY OF KETCHUM, an Idaho municipal corporation ("Ketchum"), and S. ERWIN EXCAVATION, INC, an Idaho corporation ("Contractor").

RECITALS

WHEREAS, Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho; and

WHEREAS, Pursuant to Idaho Code §50-301 *et seq.*, Ketchum is empowered to contract and be contracted with; and

WHEREAS, It is deemed in the best interest of Ketchum to contract with Contractor for certain snow hauling services as set forth in more detail herein below (the "Services"); and

WHEREAS, Ketchum finds that contracting with Contractor for performance of the Services shall conserve economic resources and improve snow removal throughout Ketchum in furtherance of the health, safety and welfare of the residents and visitors of Ketchum.

NOW, THEREFORE, for the consideration recited herein below, Ketchum and Contractor enter this Agreement according to the following terms and conditions:

1. Incorporation of Recitals. The Recitals set forth herein above are hereby incorporated into and made an integral part of this Agreement.
2. The Services. Contractor shall haul snow from the streets of Ketchum as follows:
 - a. Contractor shall provide professionally trained and duly licensed drivers, and safe, Idaho-licensed, Idaho-registered, well-maintained trucks necessary to haul snow from Ketchum streets designated by the Head of the Ketchum Street Division or any other employee of Ketchum designated by such Division Head. Ketchum shall have no responsibility for the security or protection of, maintenance of or damage to, Contractor's supplies or equipment.
 - b. **At all times while performing the Services, Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
 - c. Ketchum shall plow, collect and place the snow in Contractor's trucks.

- d. Contractor's drivers shall haul the snow in Contractor's trucks to a Ketchum-designated snow storage site.
- e. Contractor's trucks shall use only biodegradable truck bed liner materials to provide for any non-stick surface.
- f. Contractor shall provide all tools, equipment, materials and services to complete and perform the Services, including without limitation, fuel for Contractor's trucks and all maintenance and repair of Contractor's trucks.
- g. Ketchum shall make all reasonable efforts to work until all of the snow is hauled; however, Ketchum may allow its employees to take a break before all of the snow is hauled.
- h. Ketchum shall not provide meals or any benefits whatsoever to Contractor, its officers, directors, shareholders, members, managers, agents or employees at any time, including without limitation, during breaks.
- i. Contractor is solely responsible for freeing any of Contractor's trucks that become stuck.

3. Consideration. Ketchum shall pay Contractor the following consideration:

- a. FOR A TRUCK WITH A BED SIZE OF 14 TO 16 cubic yards: SEVENTY-FIVE DOLLARS (\$75) per hour.
- b. FOR A TRUCK WITH A BED SIZE OF 16 cubic yards or more: EIGHTY DOLLARS (\$80) per hour.
- c. Ketchum shall pay Contractor up to THIRTY (30) minutes each way for travel time to and from Ketchum, not to exceed one-hour total per truck per day.
- d. Ketchum shall only pay Contractor for time actually worked and not for breaks or down time due to any reason including without limitation, equipment failure, labor disputes, strikes, being stuck, adverse weather, or traffic accidents.
- e. Contractor must submit a written bill to Ketchum prior to receiving any of the compensation due under this Agreement.

4. Waiver. If Contractor requests Ketchum's assistance in any matter such as truck repair or maintenance or dislodging any stuck truck and Ketchum is able and willing to assist Contractor, Contractor hereby agrees to hold Ketchum, its employees and elected officials harmless and waives, releases, acquits, and forever discharges and indemnifies Ketchum, its employees and elected officials from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, in any manner related to or arising from such assistance. Such assistance shall be purely voluntary and this Paragraph 4 shall not create or imply the creation of any agreement or obligation on the part of Ketchum.

5. Time of Performance. Contractor shall provide the Services on an “on call” basis as designated by the Head of the Ketchum Street Division and shall complete such services in a professional and timely manner.
6. Term. This Agreement shall be effective as of the date first above written, and be in full force and effect until May 1, 2020, at which time it shall terminate and neither Party hereto shall have any continuing obligations to the other hereunder.
7. Independent Contractor. Ketchum and Contractor hereby agree that Contractor shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. Contractor, its managers, members, directors, officers, shareholders, agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. Contractor shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to Contractor under this Agreement and for Contractor’s payments for work performed in performance of this Agreement by Contractor’s managers, members, directors, officers, shareholders, agents and employees; and Contractor hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
8. Warranty. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently and that all services will be performed in a safe, professional and workmanlike manner. Contractor agrees and warrants that all of **Contractor’s drivers are duly licensed to and capable of operating the trucks contemplated in this Agreement safely and efficiently in adverse or extreme road and weather conditions and that Contractor and its drivers shall obey all traffic laws, drive safely and professionally, and act in a polite professional manner. Contractor warrants and agrees that under no circumstances while performing the Services shall Contractor or any of its drivers be under the influence of any alcohol or other legal or illegal drugs or substances which may impair their driving skills, reaction time or judgment.**
9. Indemnification. Contractor agrees to indemnify and hold Ketchum harmless from and against all claims, suits, damages (including without limitation, damages to persons and property including deaths), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents and employees.
10. Registration. Contractor agrees to maintain all registration, license and insurance as required by the laws and decisions of the State of Idaho for all trucks and trailers used in the performance of this Agreement throughout the term of this Agreement. Contractor shall furnish proof of said registration, license and insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for.

11. Insurance. Contractor shall maintain public liability insurance in the amount of \$500,000.00 and workers compensation insurance from an insurance carrier licensed to do business in the State of Idaho, and furnish proof of said insurance to Ketchum prior to performing any of the Services or being entitled to any pay there for
12. Compliance with Laws/Public Records. Contractor, its managers, members, directors, officers shareholders, agents and employees shall comply with all federal, state and local laws, rules and ordinances, including without limitation, the Department of Transportation's rules and regulations, 49 CFR Part 40 Drug Testing Program and the Omnibus Transportation Employee Testing Act of 1991. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to Idaho Code Section 9-337 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying.
13. Notice. All notices, requests, demands or other communication required or provided for under this Agreement, other than instructions given by Ketchum pursuant to Paragraph 2 herein above shall be in writing. Notices to the Ketchum and the Contractor shall be addressed as follows:

KETCHUM:

City of Ketchum
 Box 2315
 Ketchum, ID 83340-2315

CONTRACTOR:

S. Erwin Excavation, Inc.
 P.O. Box 1112
 Bellevue, ID 83313

14. Non-Assignment. Contractor hereby acknowledges that Ketchum has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of Ketchum which may be withheld for any reason.
15. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
16. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
17. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.

18. No Presumption. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.
19. Governing Law. This Agreement shall be governed by the laws and decisions of the State of Idaho.
20. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto respecting such matter.
21. Execution and Fax Copies and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement as of this 21st day of October 2019.

THE CITY OF KETCHUM,
an Idaho municipal corporation

S. ERWIN EXCAVATION, INC
an Idaho corporation

By: _____
Neil Bradshaw, Mayor

By: _____
Its: _____

ATTEST:

Robin Crotty
City Clerk
City of Ketchum



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum

Mayor Bradshaw and City Councilors:

Recommendation to Approve Dozer Rental Agreement #20411

Recommendation and Summary

Staff is recommending the council approve the Dozer rental agreement and adopt the following motion:

"I move to authorize the Mayor to approve the contract with WSECO for equipment rental and approve the rental of a second Dozer, if needed."

The reasons for the recommendation are as follows:

- A bulldozer is a vital piece of equipment to our snow hauling operations.
- Western States service personnel have come out to work on the equipment whenever needed, including on Christmas or New Year's Day.

Introduction and History

The Streets Division uses a bulldozer to move snow at the snow storage site south of Serenade Lane. The team has experience using several different types of equipment over the years to push snow at our snow storage site, but the bulldozer has been found to be the most efficient. As may be expected, the City has experienced breakdowns with the rental equipment in the past and Western States has provided phenomenal service on holidays, weekends and after hours.

Analysis

The City typically rents the bulldozer from mid-November through February, unless it is still snowing. The City may keep the equipment longer if it appears to be a long snow year. On bigger snow years we have needed to rent two dozers to keep up with all the snow. The City has been renting a D6LGP from Western States (WSECO) in recent years and have paid approximately \$5,650 per month.

Financial Impact

The transport cost is near \$1,000 each way so our total seasonal cost is about \$23,000 for one bulldozer and an additional \$12,000 for the second, if needed. This rental is funded from the Professional Services account (\$182,000) in the Streets Division.

Brian Christiansen
Director of Streets and Facilities

Attachment: Rental Agreement from WSECO (4 pages)



RENTAL AGREEMENT

NO.: RQ000011996

RENTAL START DATE: 11/18/2019 07:00am

Pocatello
8403 S. 5th Ave Pocatello, ID 83204
208.235.6400

CUSTOMER PO: 2019/2020 Season
ORDERED BY: Brian Christiansen
PHONE: (208) 726-5501
WRITTEN BY: Linda L Monette
SALESMAN: Stephen P Roberts

CUSTOMER 4855600
City Of Ketchum
PO Box 2315
Ketchum, ID 83340-2315

JOB SITE CONTACT: Brain 208-726-5501
Snow Removal

Rental Items	Day	Weekly	4 Week
Hours Allowed	4	22	88
BH00778 2015 CAT D6T Track Type Tractor S/N: RAD00687 SMU: 3,772.00 hrs 2015 Insurance Value: \$405,000.00	\$1,250.00	\$1,900.00	\$5,650.00

This may not be the specific machine we will be using at the time of your rental.

Miscellaneous Items	Amount
Heavy Haul Pickup	\$950.00
Heavy Haul Delivery	\$950.00
Enviro Fee	\$84.75 <i>Every month</i>

Rental Terms

• Prices above do not include any applicable state, county, city, or local sales taxes. Where applicable, WSE will charge sales tax on your invoice unless you have a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing.

• Rental payments are due within 10 days of rental invoice and can't be placed on a WSECO account without prior approval. *30 days J. Monette*

• Any excess hours above the Normal Use stated above will be subject to an overtime charge.

* Rental Equipment Protection (REP):
Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED
IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO. Accept _____ Decline _____

• This agreement will auto renew every month until terminated.

• Customer agrees to perform daily maintenance on the machine(s). WSECO will perform operator manual suggested preventative maintenance as needed.

• Any damage done to the machine(s) while on rent is the responsibility of the Customer. In the event that the damage results in WSECO being unable to rent the machine(s), the Customer will continue to pay the rental rate listed above until the machine(s) is repaired and deemed to be rent-ready by WSECO.

All Terms and Conditions continued on the following pages apply

X Initials _____

County: _____

Agreement # RQ000011996 PAGE: 1 of 4

RENTAL AGREEMENT:

1. RENTAL OF EQUIPMENT AND PAYMENT: This is a Rental of the equipment, vehicles, accessories and attachments described on the invoice (referred to generally as "equipment" or "goods") by Western States Equipment Company, an Idaho business corporation or its affiliates ("WSECO") to Customer under the terms and conditions specified herein. It is NOT a sale of the equipment to the Customer. Customer hereby agrees to pay the rental rate stated on page 1 of this agreement and as further provided in paragraph 6, plus all expenses associated with the operation of the equipment such as fuel, freight, tire and belt wear, commercial general liability and physical damage insurance, sales or use taxes for "Normal Use" (defined below) of the equipment during the Rental period provided in paragraph 4. Customer also agrees to pay an overtime charge as determined by WSECO for use of the equipment in excess of Normal Use. Normal use means: a day = 4 hours, a week = 22 hours, 4 weeks = 88 hours.

2. OWNERSHIP AND LEGAL STATUS OF EQUIPMENT: The equipment will be deemed to be personal property, regardless of the manner in which it may be attached to any other property. WSECO shall be deemed to have retained title to the equipment at all times. Customer shall immediately advise WSECO regarding any notice of any claim, levy, lien, or legal process filed or issued against the equipment. Customer authorizes WSECO to file financing statement(s) evidencing WSECO's rights, interests and priority in and to the equipment as that of a rental of equipment and not a sale.

3. COMPLETE NEGOTIATED RENTAL: Acceptance of this Rental agreement is limited to the express terms stated herein. Any proposal in Customer's acceptance for additional or different terms or any attempt by Customer to vary in any degree any of the terms is objected to and hereby rejected, but such proposals shall not operate as a rejection of this offer, unless such variances are in the terms of the description, quantity, price, delivery schedule, or payment schedule of the goods, but shall be deemed a material alteration of this Rental agreement and this Rental agreement shall be deemed accepted by WSECO without said additional or different terms. Once accepted, this Rental agreement shall constitute the entire agreement between WSECO and Customer. WSECO is not bound by any representation or agreements, express, or implied, oral or otherwise, which are not stated within this Rental agreement or contained in a separate writing supplementing this Rental agreement and signed by authorized agents of both WSECO and Customer. This Rental agreement will supersede all previous communications, agreements, and contracts with respect to the subject matter hereof and no understanding, agreement, term, condition, or trade custom at variance with this Rental will be binding on WSECO. No waiver or modification of the terms and conditions hereof will be effective unless in writing and signed by both Customer and WSECO.

4. RENTAL PERIOD: The Rental period will commence upon the earlier of: 1) the delivery date designated on page 1 of this agreement, or 2) upon delivery of the equipment to the site designated at the "ship to" location on the invoice. The Rental will terminate upon the later of: 1) the return date specified on page 1 of this agreement, or 2) upon the return of the equipment to the WSECO yard from which it was delivered. If the equipment is not returned on the return date, this Rental is automatically deemed to extend on a month-to-month basis. No allowance is made for Saturdays, Sundays, holidays, time in transit, downtime or any period the equipment is not in actual use.

5. GUARANTEED MINIMUM: If initiated at the end of this paragraph, Customer has received a lower, negotiated rate in exchange for its commitment to rent the equipment for a guaranteed minimum period. If Customer decides to return the equipment prior to the end of the guaranteed minimum term, Customer waives the discounted rate and agrees to pay WSECO's then current regular rental rates for the entire term of this Rental. Customer Acknowledgement/Initial Here: _____

6. RENTAL PAYMENT TERMS: Rental payments are due monthly and are past due if not paid within ten (10) days of the date of the invoice. A late charge of 1-1/2% per month is assessed against the delinquent unpaid balance of all Customers (except Montana) and a late charge of 1-1/4% per month is assessed against the delinquent unpaid balance of Montana Customers. Rental payments may not be placed on open account unless WSECO has preapproved credit. In the event WSECO, in its sole and absolute discretion, deems Customer's financial condition to be unsatisfactory, WSECO has the right to (a) limit the amount of credit extended to Customer for the Rental or purchase of the equipment; (b) delay manufacture or shipment to Customer of the equipment; (c) require full or partial payment in advance; (d) ship or deliver equipment C.O.D. or require payments to be secured by letters of credit; (e) require written guarantee(s) of payment satisfactory to WSECO; or (f) cancel, refuse to accept or terminate any rental, lease or other order from Customer then outstanding or thereafter placed.

7. TIRE WEAR, BELT WEAR: If the equipment has tires or belts, Customer acknowledges that in addition to the Rental rate, Customer will also pay a charge at the end of the Rental period for all wear or damage to rubber tires or belts. Tires and belts are in the conditions listed below on the date out. Tire or belt wear to be charged at \$ _____ per 1/32" wear per tire or belt. Left front _____/32", right front _____/32", left drive _____/32", right drive _____/32", left rear _____/32", right rear _____/32".

~~8. NO WARRANTY:~~ The equipment is rented "AS IS." WSECO makes no warranties, express or implied, as to the equipment rented. Customer assumes the responsibility for the condition of the equipment. WSECO DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. EQUIPMENT OPERATION: Customer understands that the operation of the equipment requires skill and experience and that failure to operate it safely may result in serious personal injury or death and/or property damage. Customer is responsible for ensuring that all persons in and around the equipment follow the manufacturer's operation, maintenance and safety instructions, and acknowledge that those instructions have been provided to Customer. Customer's operation and use of the equipment must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any.

10. TIME OF DELIVERY and SHIPPING: Orders to rent equipment are processed in the order of their receipt. WSECO will use reasonable efforts to deliver the equipment to Customer on the scheduled date. However, shipping and delivery dates are estimates and dependent upon factors outside of WSECO's control, including but not limited to, the manufacturer's production schedule, equipment shortages, shipping delays, the equipment may not arrive on the scheduled date. WSECO is not liable for delays or damages caused by delays in delivery or shipment of the equipment. Unless expressly provided for otherwise, Customer is responsible for all freight, shipping, loading and unloading costs.

X Initials _____

11. **CUSTOMER'S RESPONSIBILITIES:** During the Rental period and any extension thereof, Customer shall have the following obligations and responsibilities:

a. **RENTAL EQUIPMENT PROTECTION (REP).**

Our Rental Equipment Protection ("REP") Program is OPTIONAL AND MAY BE DECLINED

IMPORTANT: If you decline REP, or if you fail to pay the REP Fee, you will be responsible for all damage, repair(s) and replacement(s) of/to the Rented Item(s) at its/their full (new) replacement value. In addition, if REP is declined, Customer is required to provide a certificate of insurance to WSECO showing coverage on the equipment, including, without limitation, fire, theft, and liability coverage with such other insurance as necessary to protect Customer's and WSECO's respective interests in the equipment. WSECO must be named as an additional insured and must include stipulations that coverage will not be cancelled or diminished without at least fifteen (15) days written prior notice to WSECO.

b. **DELIVERY INSPECTION.** Customer has or will promptly inspect the equipment and notify WSECO of any deficiencies.

c. **TOWING.** When transporting the equipment, Customer will have the proper towing device, hitches and materials for use with the towed and towing vehicles and the same will be in good, safe and operable condition. Customer is responsible for all damage caused to the equipment by Customer's towing, towing devices and vehicles, hitches and materials.

d. **DAILY INSPECTION, MAINTENANCE AND SAFEKEEPING.** Customer will conduct daily inspection and routine maintenance of the equipment consistent with the procedures in the manufacturer's operation and maintenance manuals provided with the equipment.

e. **RETURN THE EQUIPMENT.** Customer agrees to return the equipment in good working condition, reasonable wear and tear excepted. Customer further agrees to pay for repair/replacement of all or any portion of the equipment which becomes necessary because of damage caused by Customer, or its employees, agents and subcontractors.

f. **REPLACEMENT.** If the equipment is lost, stolen, destroyed or rendered unfit for use, Customer agrees to pay the full market value, as determined by WSECO, necessary repairs, or lost rent as the case may be, and monthly interest at the rates provided in paragraph 6 until all amounts due are paid in full.

g. **CLEANING FEE.** A cleaning fee may be assessed for equipment returned dirty.

h. **SALES TAX:** WSECO is required to collect Sales Tax for sales made in the following states: ID, WA, ND, and WY. Prices stated herein do not include any applicable state, county, city, or local sales taxes. This Agreement is accepted with the understanding that such taxes and charges shall be added, as required by law, at the time this contract is invoiced. Where applicable, WSECO will charge sales tax at the time of invoice unless the Customer has a valid sales tax exemption certificate on file. Valid sales tax exempt certificates can be emailed to SalesTax@wseco.com to ensure a copy is on file prior to invoicing. In states where WSECO is not required to collect and pay Sales Tax, the Customer is obligated to self-report and pay the Sales and/or Use Tax to the Customers appropriate state's and or local Department of Revenue.

12. **EQUIPMENT FAILURE/LIMITATION OF REMEDIES:** If, for any reason, during the time of this Rental the equipment does not perform satisfactorily, as judged by WSECO, WSECO may repair or replace the equipment or any part thereof, at its option, without affecting any of the terms of this Rental. Alternatively, WSECO may terminate this Rental and Customer will be billed only for the time the equipment was used by Customer. These remedies do not apply if the equipment has failed or performs less than satisfactorily due to Customer's improper use of the equipment, accident (including, damage during shipment), neglect, abuse, misuse or exposure of the equipment to conditions beyond capacity, power, environmental design limits or operation constraints, as specified by WSECO and/or the equipment manufacturer. ~~THE REMEDIES IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST WSECO.~~ *J. Monette*

13. **LIMITATION OF LIABILITY:** Notwithstanding trade customs or prior course of dealing to the contrary, in no event will WSECO, its subsidiaries, affiliates, agents or employees be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of this Rental or furnishing of any goods, services or other items or any third party's ownership, maintenance, or use of any goods, services or other items furnished under this Rental, including, but not limited to, lost profits or revenues, loss of use of the equipment or any associated goods, damage to associated goods, costs of capital, cost of substitute goods, or claims of Customer's clients for such damages. ~~Customer's sole remedy~~ *J. Monette* for any liability of WSECO of any kind, including but not limited to negligence, with respect to any equipment, service, or other item is limited to that set forth in the paragraph entitled "EQUIPMENT FAILURE/LIMITATION OF REMEDIES" of this Rental agreement. WSECO is not responsible for meeting any federal, state, local or municipal code or specification (whether statutory, regulatory or contractual), unless Customer specifies it in writing and WSECO agrees to it in writing.

14. **FORCE MAJEURE:** WSECO shall not be liable for any failure of or delay in the performance of this Rental agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

15. **ASSIGNMENTS:** Customer shall not assign, transfer, or sublet this Rental agreement, the equipment or any part thereof without obtaining the prior written consent of WSECO. WSECO may withhold its consent in its sole and absolute discretion.

16. **INDEMNITY:** You agree to indemnify and hold WSECO harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages (including but not limited to consequential and incidental damages), liabilities, fees (including, but not limited to, attorney fees and court costs), and settlements, (including those brought or incurred by or in favor of Customer's employees, agents and subcontractors), arising out of or related to the selection, delivery, loading, unloading, towing, possession, use, operation, handling or transportation of the equipment. Customer agrees to defend, at its expense, any and all suits brought against WSECO either alone or in conjunction with others and additionally to satisfy, pay and discharge any and all judgments and fines against WSECO in any such suits or actions, whether based in negligence or otherwise. *To the extent permitted by law*
But only to the extent of customer's negligent acts or omissions

X Initials _____

17. DEFAULT BY LESSEE: An event of default shall occur if (a) Customer fails to pay when due any Rental payments; (b) Customer fails to perform or observe any covenant, condition, or agreement to be performed by Customer; (c) Customer ceases doing business as a going concern, makes an assignment for creditors, admits in writing an inability to pay debts as they become due, files a petition in bankruptcy, or if owners or shareholders of Customer's business organization take actions towards dissolution or liquidation; (d) Customer attempts to sell, transfer, or encumber, sublease or convey the equipment or any part thereof; or (e) WSECO, in good faith, believes that the equipment is being subjected to improper use. Upon the occurrence of any event of default, WSECO may, at its option, declare all sums due and to become due immediately due and payable, proceed to enforce performance by Customer and recover damages for breach of this Rental agreement, demand return of the equipment immediately and, in addition to the foregoing, recover unpaid rental payments prior to the event of default and through the unexpired term of the Rental. These remedies are cumulative and in addition to any other remedies WSECO may have under the law or in equity.

18. JURISDICTION, VENUE AND CHOICE OF LAW: At the sole and exclusive election of WSECO, jurisdiction and venue for any action or dispute arising under this Rental shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County, which is WSECO's corporate headquarters and principal place of business, wherein the parties acknowledge having done business sufficient to establish minimum contacts under the Idaho long arm statute, and which is a mutually convenient forum. In addition, Customer waives any and all rights to jurisdiction and/or venue in any other forum, including waiver of any and all rights to remove the action from any court originally acquiring jurisdiction. This Rental is controlled by the laws of the State of Idaho.

19. ATTORNEY'S FEES: Customer agrees to pay all costs incurred by WSECO in enforcing this Rental or any of its provisions, including without limitation reasonable attorney's fees and costs and all costs of reclaiming the goods, whether or not legal action is commenced.

20. WAIVER: Waiver by WSECO of any breach or any provision contained herein does not constitute and is not deemed to be a waiver of any other breach or of any other provision.

21. EQUIPMENT DATA: The equipment may be equipped with a wireless data communication system, such as Product Link. In such case, Customer understands data reflecting the equipment performance, condition and operation is being transmitted to Caterpillar/WSECO to better serve Customer and to improve upon Caterpillar products and services. This data may include, but is not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers and installed attachments. Neither Caterpillar nor WSECO sell, rent or share collected information to any other third party, and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. and WSECO recognize and will respect customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and WSECO within normal, accepted business practices.

The undersigned represents and warrants that he/she is authorized by the Customer identified below to bind the Customer to the obligations and duties expressed herein and does so commit Customer by signing below.

* LESSEE: _____
By: _____
Print Name: _____
Title: _____
Date: _____

WESTERN STATES EQUIPMENT COMPANY
By: Linda Monette
Print Name: Linda Monette
Title: SRC
Date: 10-1-19



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Encroachment Agreement 20420 for the Sun Valley Company

Recommendation and Summary

Staff is recommending the council approve the attached Encroachment Agreement and adopt the following motion:

I move to authorize the Mayor to approve the Encroachment Agreement 20420 with the Sun Valley Company.

The reasons for the recommendation are as follows:

- The improvements were agreed to by the City and the Sun Valley Company
- The improvements will be placed in such a way so they do not impact snow removal and street maintenance operations

Introduction and History

The Sun valley Company is proposing to place a new directional sign at the corner of Warm Spring Road and Jane Lane. The sign will be placed within the city right-of-way and consists of a stone base with a metal sign post. The sign placement has been reviewed and approved by the Streets and Facilities staff.

Financial Impact

There is no financial impact as a result of this encroachment.

Attachments:

Encroachment Agreement 20420

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY ATTORNEY
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20420

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and SUN VALLEY COMPANY, a Wyoming Corporation, (collectively referred to as "Owner"), whose address is PO Box 30825, Salt Lake City, UT, 84102.

RECITALS

WHEREAS, Owner wishes to place a sign with a permanent base at the corner of Warm Springs Road and Jane Lane within the right-of-way of Warm Springs Road as shown on Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to construct and maintain the Improvements identified in Exhibit "A" within the public right-of-way of Warm Spring Road at the corner of Warm Spring Road and Jane Lane until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements upon the request and notification by Ketchum to repair said Improvements.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and

maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

EXHIBIT "A"



WARM SPRINGS VILLAGE SUB BLOCK 5, LOT 8

THE CORNITA CONDOMINIUM

CHALLENGER TOWNHOUSES

PLAZA VIEW CONDOMINIUM

EAGLE RIDGE TOWNHOMES

WARM SPRINGS VILLAGE SUB BLOCK 3, LOT 1

3'-0" DIA. CLEARANCE AT FIRE HYDRANT PER NFPA 18.5.7.1, AND 5'-0" DIA. CLEARANCE AT FIRE HYDRANT NOZZLES PER NFPA 18.5.7.2

PROPOSED DIRECTIONAL SIGN LOCATION

SIGN DIMENSIONS
Base: 3'-0" X 3'-0"
Overall: 3'-0" X 5'-0"

NOTE
DIGLINE STATED THAT UNDERGROUND UTILITIES WERE DIFFICULT TO LOCATE AND REQUESTS CONTRACTOR TO CALL 811 PRIOR TO EXCAVATION.

LEGEND

	RIGHT OF WAY
	CENTERLINE ROW
	ADJOINING PROPERTY LINE
	EDGE PAVEMENT
	EASEMENT
	RETAINING WALL
	FLOW LINE
	SEWER
	UNDERGROUND WATER PAINT MARKS
	UNDERGROUND GAS PAINT MARKS
	UNDERGROUND POWER PAINT MARKS
	OVERHEAD POWER LINE
	UNDERGROUND FIBER OPTIC CABLE
	UNDERGROUND COMMUNICATION PAINT MARKS
	RIGHT OF WAY
	CENTERLINE ROW
	ADJOINING PROPERTY LINE
	EDGE PAVEMENT
	EASEMENT
	RETAINING WALL
	FLOW LINE
	SEWER
	UNDERGROUND WATER PAINT MARKS
	UNDERGROUND GAS PAINT MARKS
	UNDERGROUND POWER PAINT MARKS
	OVERHEAD POWER LINE
	UNDERGROUND FIBER OPTIC CABLE
	UNDERGROUND COMMUNICATION PAINT MARKS



NOTES

- GENERAL RESTRICTIONS & TITLE INFORMATION:**
1. THE PURPOSE OF THIS MAP IS TO SHOW SITE INFORMATION AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED. CHANGES MAY HAVE OCCURRED TO SITE CONDITIONS SINCE SURVEY DATE.
 2. THIS MAP WAS PREPARED FOR THE EXPRESS USE OF THE CLIENT AND IS NOT TRANSFERABLE TO OTHERS WITHOUT WRITTEN CONSENT.
 3. A TITLE POLICY HAS NOT BEEN SUBMITTED TO BENCHMARK ASSOCIATES, NOR HAS A TITLE SEARCH BEEN REQUESTED. CERTAIN INFORMATION CONTAINED WITHIN SAID POLICY MAY NOT APPEAR ON THIS MAP OR MAY AFFECT ITEMS SHOWN ON THIS MAP.
 4. ELECTRONIC DATA: BENCHMARK ASSOCIATES ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE REUSE, DISTRIBUTION OR ACCURACY OF DATA CONTAINED ON ELECTRONIC COPIES OF THIS DRAWING. THE STAMPED HARD COPY OF THIS DRAWING IS THE FINAL PRODUCT. THIS DRAWING IS VOID AFTER 2 YEARS AND NO FURTHER COPIES OR DIGITAL FILES WILL BE TRANSMITTED.
- EASEMENTS, ENCUMBRANCES AND RESTRICTIONS:**
6. BUILDING AREA: BUILDING ENVELOPE AS SHOWN, IS PER PLAT, OR THE ORIGINAL PLAT DOES NOT SHOW BUILDING ENVELOPE, SETBACK AND FOOTPRINT REQUIREMENTS PER CURRENT CITY/COUNTY ORDINANCES MAY VARY FROM PLAT. IT IS RECOMMENDED THAT SAID ORDINANCES BE REVIEWED PRIOR TO DESIGN.
 7. GENERAL RESTRICTIONS: EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS MAP, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT OF REAL ESTATE: EASEMENTS, OTHER THAN THOSE SHOWN OR LISTED HEREON, BUILDING SETBACK LINES, RESTRICTIVE COVENANTS, SUBDIVISION RESTRICTIONS, ZONING, WETLANDS, AVALANCHE, ANY OTHER LAND-USE REGULATIONS OR HAZARDS.
 8. WETLANDS AND RIPARIAN: CERTAIN AREAS WITHIN THIS MAP MAY CONTAIN RIPARIAN, RIVERINE OR WETLANDS CONDITIONS. SAID AREAS AND THE LOCATION OF ORDINARY HIGH WATER (OHW), IF SHOWN HEREON, ARE SUBJECT TO INTERPRETATION. IT IS RECOMMENDED THAT THE LANDOWNER OR CLIENT RETAIN THE SERVICES OF AN ENVIRONMENTAL SPECIALIST IN ORDER TO ASCERTAIN IF SAID CONDITIONS EXIST, AND TO FURTHER IDENTIFY SAID AREAS IF THEY DO EXIST. PERMITS MAY BE REQUIRED FROM LOCAL, STATE OR FEDERAL AGENCIES PRIOR TO CONSTRUCTION, EXCAVATION OR FILL ACTIVITIES.
 9. STORM WATER PLAN: IF SOIL DISTURBANCE, CLEARING, GRADING AND/OR EXCAVATION OF ONE (1) ACRE OR MORE IS TO TAKE PLACE A FEDERAL GENERAL CONSTRUCTION PERMIT, INCLUDING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP), MUST BE PREPARED AND SUBMITTED TO AND APPROVED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY PRIOR TO ANY SITE DISTURBANCE.
 10. FLOOD PLAIN: THE 1% ANNUAL FLOOD LINE, IF DESIGNATED ON THIS MAP IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES. HOWEVER, BENCHMARK ASSOCIATES DOES NOT REPRESENT, GUARANTEE, WARRANT NOR IMPLY THAT AREAS OUTSIDE OF THE DESIGNATED FLOOD PLAIN AREA ARE SAFE AND FREE FROM FLOODS OR FLOOD DANGER. FLOOD INFORMATION IS BASED ON THE FLOOD INSURANCE STUDY FOR: BLAINE COUNTY, IDAHO, UNINCORPORATED AREAS) COMMUNITY NUMBER 165167 - PANEL NO. 0442 E - NOVEMBER 28, 2019.
 11. FLOOD PLAIN DESIGN ELEVATIONS: CURRENT FEMA FLOOD INSURANCE REGULATIONS SPECIFY THE BOTTOM FLOOR OF STRUCTURE AS EITHER THE BOTTOM OF FOUNDATION CRAWL SPACE OR TOP OF SLAB. THE BASE FLOOD ELEVATION ON THE UPSTREAM SIDE OF THE STRUCTURE DETERMINES THE FLOOD ELEVATION FOR THE ENTIRE STRUCTURE AND SHOULD BE CONSIDERED PRIOR TO DESIGN. REFER TO LOCAL BUILDING CODES FOR ADDITIONAL CONSTRAINTS AND REGULATIONS.
- SURVEY AND SITE FEATURES:**
12. BASIS OF BEARINGS IS IDAHO STATE PLANE COORDINATE SYSTEM, NAD83, CENTRAL ZONE AS DERIVED BY GPS OBSERVATIONS. BOUNDARY LINES AND CERTAIN EASEMENTS SHOWN HEREON ARE PER PLAT. REFER TO PLAT & CC&R'S FOR CONDITIONS AND/OR RESTRICTIONS REGARDING THIS PROPERTY. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET.
 13. ELEVATIONS BASED ON NAVD 83 (GEOID) DATUM.
 14. UTILITIES AND DRAIN PIPES IF SHOWN HEREON ARE PER SURFACE EVIDENCE ONLY. OTHER UNDERGROUND UTILITIES MAY EXIST. LOCATION OF UNDERGROUND UTILITIES AND SERVICES SHOULD BE CONFIRMED PRIOR TO EXCAVATION OR DESIGN.
 15. BUILDING WALLS IF SHOWN HEREON ARE OUTSIDE FACE OF BUILDING UNLESS OTHERWISE NOTED.
 16. SPRINKLER HEADS AND IRRIGATION LINES ARE NOT SHOWN HEREON.
 17. TREE LOCATIONS AND DRIP LINES IF SHOWN HEREON ARE APPROXIMATE.
 18. ORTHOPHOTOGRAPHY: PHOTO RECTIFIED AT GROUND LEVEL ONLY. IMAGES OF OBJECTS ABOVE GROUND LEVEL (TREES, BUILDINGS, POWER POLES, ETC.) MAY BE DISPLACED. DATE OF PHOTOGRAPHY: JUNE 2017.
 19. CONTOUR INTERVAL: 1' - CONTOURS IN AREAS OF DENSE VEGETATION MAY DEVIATE FROM TRUE ELEVATION BY ONE HALF THE HEIGHT OF THE VEGETATION. DATE OF LIDAR FLIGHT FOR CONTOURS: 2015.
 20. MAP SCALE: DUE TO ELECTRONIC MAP DELIVERY AND ALTERNATE PRINTING METHODS, PLEASE USE BAR SCALE TO DETERMINE ACTUAL PRINTED SCALE.
 21. FEATURES OBSCURED BY DEBRIS, SNOW OR VEHICLES AT THE TIME OF SURVEY, DO NOT APPEAR ON THIS MAP.

PREPARED BY:
BENCHMARK ASSOCIATES, P.A.
P.O. BOX 733 - 100 BELL DRIVE, KETCHUM, IDAHO, 83340
PHONE (208)728-9512 FAX (208)728-9514
WEB: <http://benchmark-associates.com/>
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SUN VALLEY RESORT SIGNAGE

LOCATION 6

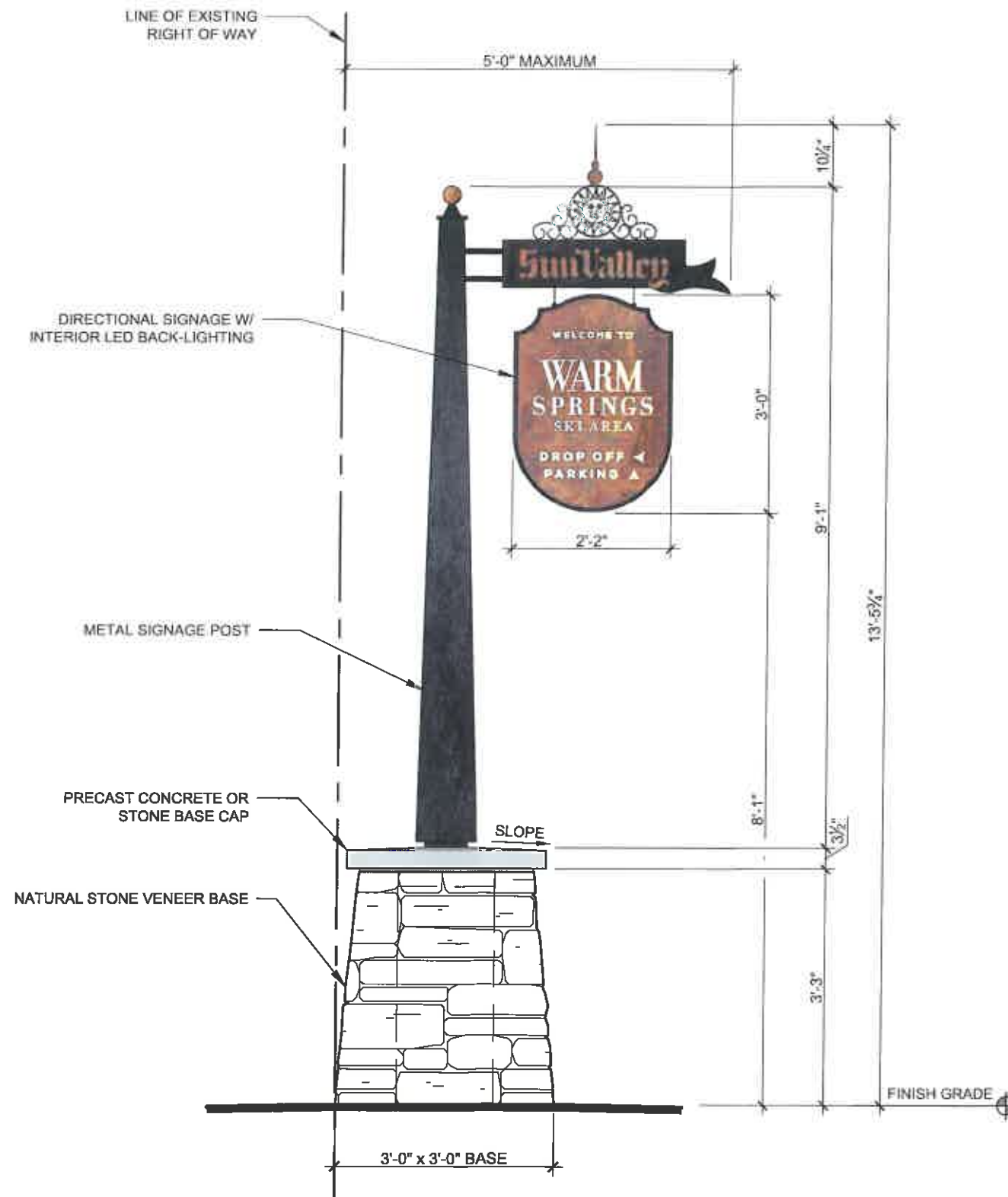
PRELIMINARY
DRAFT
WORKSHEET

2019.08.16



WARMSPRINGS ROAD
SIGN PLACEMENT WORKSEET
LOCATED WITHIN
SECTION 14, TOWNSHIP 4 NORTH, RANGE 17 EAST, B.M.,
CITY OF KETCHUM, IDAHO
PREPARED FOR: SUN VALLEY CO.

PROJECT NO. 19115	DWG BY: ROB	CRD: 19115.CRD	19115.DWG
WORKSHEET	DATE OF SURVEY: 8/8/2019		SHEET: 1 OF 1



PROJECT

SUN VALLEY RESORT SIGNAGE
KETCHUM, IDAHO

72

DRAWING

LOCATION 6
SIGNAGE ELEVATION

DATE

10.02.2017

SCALE

SCALE: 1/2" = 1'-0"



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Encroachment Agreement 20421 With Giacobbi Square LLC

Recommendation and Summary

Staff is recommending the council approve the attached Encroachment Agreement and adopt the following motion:

I move to authorize the Mayor to approve the Encroachment Agreement 20421 with Giacobbi Square LLC for improvements at the corner of East Avenue and the Giacobbi Square parking lot.

The reasons for the recommendation are as follows:

- The improvements were agreed to by the City and property owner and will improve pedestrian access in the winter.
- The property owner is responsible for installation, maintenance and repair of the asphalt and snow melt system in the public right-of-way.

Introduction and History

As part of the parking lot resurfacing for Giacobbi Square, the owner of the property requested, and the City approved, installation of a snow melt system in the crosswalk at the intersection of East Avenue and the parking lot exit. The property owner is responsible for maintaining and repairing the system. The obligation is documented through an encroachment agreement.

Analysis

As conditioned, the proposed snow melt system will be in working order during the winter. The system will limit the accumulation of snow and ice within the crosswalk. City staff is in support of the proposed snow melt system.

Financial Impact

There is no financial impact as a result of this encroachment.

Attachments:

Encroachment Agreement 20421

WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20421

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and GIACOBBI SQUARE, LLC AN IDAHO LIMITED LIABILITY COMPANY (collectively referred to as "Owner") who address is 101 Bullion Street, Suite 3C, hailey Idaho, 83333.

RECITALS

WHEREAS, Owner is the representative of real property described as Giacobbi Square ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to install a snow-melt system and asphalt in city right-of-way at the intersection of East Avenue and the Giacobbi Square parking lot. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install and maintain a snow melt system and asphalt identified in Exhibit "A" within the public right-of-way at the intersection of East Avenue and the Giacobbi Square parking lot in Ketchum, Idaho, until notified by Ketchum to remove the same. Ketchum agrees to provide 180 days prior written notice to Owner to remove the Improvements.

2. Owner shall be responsible for the maintenance, repair and replacement of the snow melt system and asphalt, said Improvements, due to failures from installation, the snow-melt system, and from other damage that may occur. Such maintenance, repair, and replacement shall occur upon notice by Ketchum.

3. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed

under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum.

4. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

5. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

7. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

8. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

9. This Agreement sets forth the entire understanding of the parties hereto, and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

10. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: _____
Charles R. Atkinson
For AMI Properties, LLC Member
Of Giacobbi Square, LLC

By: _____
Neil Bradshaw
Its: Mayor

STATE OF IDAHO,)
) ss.
County of Blaine.)

On this ____ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally appeared CHARLES R. ATKINSON, known or identified to me to be the representative of Giacobbi Square LLC, and person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

STATE OF IDAHO)
) ss.
County of Blaine)

On this ___ day of _____, 2019, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"





City of Ketchum

December 2, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Reappoint Matthew Mead to the Planning and Zoning Commission for a second three-year term.

Introduction and History

Matthew Mead was appointed to the Planning and Zoning Commission on December 5, 2016 on the recommendation of Mayor Jonas and with the approval of the Ketchum City council.

Current Report

Matthew Mead has served on the Planning and Zoning Commission for the last three (3) years and his current term will expire December 5, 2019. Resolution 19-022 will re-appoint Matthew Mead for another three-year term.

Recommendation and Summary

Staff is recommending the council adopt the following motion:

“Move to approve Resolution # 19-022”

The reasons for the recommendation are as follows:

- Matthew Mead has expressed interest in being reappointed to the Planning and Zoning Commission;
- Matthew has resided in Blaine County for at least three (3) years prior to this reappointment to the Planning and Zoning Commission
- Matthew has the skill set we desire for this position.

Attachment

A - Resolution 19-022

Attachment A

RESOLUTION NUMBER 19-022
A RESOLUTION OF THE CITY OF KETCHUM CITY COUNCIL
APPOINTING MATTHEW MEAD TO THE KETCHUM PLANNING AND ZONING COMMISSION
FOR A TERM EXPIRING ON DECEMBER 2, 2022

WHEREAS, Matthew Mead has expressed interest in being reappointed to the Planning and Zoning Commission; and

WHEREAS, Matthew Mead has resided in Blaine County for at least three (3) years prior to this reappointment to the Planning and Zoning Commission; and

WHEREAS, Mayor Bradshaw recommends Matthew Mead be confirmed by the City Council to serve on the Planning and Zoning Commission; and

WHEREAS, such terms shall expire on December 2, 2022.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Ketchum, that Matthew Mead is appointed to the Ketchum Planning and Zoning Commission for a second appointment.

This Resolution will be in full force and effect upon its adoption this second (2nd) day of December 2019.

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty, City Clerk



City of Ketchum
City Hall

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, ID 83340

Mayor Bradshaw and City Councilors:

**Recommendation to approve Resolution #19-023 relating to Surplus Property;
declaring certain property of the City to be surplus; and
authorizing and directing the disposal of the surplus property.**

Recommendation and Summary

Staff is recommending the Council adopt Resolution 19-023 declaring certain property of the City to be surplus and authorizing disposal with the following motion:

"I move to adopt Resolution 19-023 declaring personal property in Exhibit A as surplus property, and authorizing staff to dispose of items that cannot otherwise be donated or auctioned."

The reasons for the recommendation are as follows:

- City staff continuously review City-owned assets that are no longer used or are reaching the end of life to determine if they are surplus and can be disposed of.

Introduction and History

The City of Ketchum continuously reviews assets owned and managed by the City. When assets are no longer in use, or are reaching the end of their useful life, the Administrative Services department works with other departments to develop a list of items that are no longer in current use. The City of Ketchum's policy is to sell, donate, or dispose of surplus property.

Analysis

The items on the attached list have all reached the end of their useful life and staff is requesting approval to dispose of the items once they are declared surplus.

Financial Impact

To the extent that the City is able to auction the equipment, a small revenue gain may occur.

Attachments

- Resolution 19-023 and Exhibit A

RESOLUTION NO. 19-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO RELATING TO SURPLUS PERSONAL PROPERTY; DECLARING CERTAIN PERSONAL PROPERTY OF THE CITY TO BE SURPLUS; AUTHORIZING AND DIRECTING THE DISPOSAL OF THE SURPLUS PROPERTY; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum, Idaho (“City”) has acquired certain personal property for the purpose of carrying out services in the public interest; and

WHEREAS, certain items of personal property of the City have become damaged beyond repair or obsolete and are no longer needed by the City; and

WHEREAS, the City Council has deemed it unnecessary to maintain ownership of surplus personal property specifically listed and described in **Exhibit A** attached hereto and by this reference incorporated herein (“surplus property”); and

WHEREAS, the City Council desires to dispose of the surplus property listed in **Exhibit A**.

NOW, THEREFORE, it is hereby RESOLVED by the City Council of the City of Ketchum, Idaho as follows:

Section 1: The City Council finds and declares that the City no longer has a use for the property listed and described in **Exhibit A**. The City Council further finds and declares that the property is surplus and has minimal saleable value because of condition or obsolescence.

Section 2: The City Clerk is hereby authorized to dispose of the surplus property.

Section 3: This Resolution shall take effect and be in force immediately upon its passage and approval.

Passed and approved this 21st day of October 2019

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST

Robin Crotty, City Clerk

Exhibit A

Surplus Items

Department	Item	S/N
WWTP	1997 RJ Environmental Lo/Pro Multi-Stage Odor Control System	2281
Police	2013 Ford Expedition	1FMJU1G58DEF588
Parks	Refrigerator	N/A
Admin	2x Apple Ipad A1474	Various



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Alcohol Beverage Licenses

Recommendation and Summary

Staff is recommending the council to approve the license and adopt the following motion:

I move to approve Alcohol Beverage Licenses for the applicant included in the staff report.

The reasons for the recommendation are as follows:

- Ketchum Municipal Code Requires certain licenses to sell liquor, beer or wine.
- At this time, the application is for the 6 month period of November 1, 2019 - April 30, 2020, the Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Introduction and History

In accordance with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell liquor, beer, or wine at retail or by the drink within the City without certain licenses as required pursuant to Ordinance 367. All City licenses for liquor, beer, and wine expire annually and require renewal by August 1st. The businesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and not to be consumed on premise, per application.

Analysis

At this time, the following business has filed for their license and Council approval is requested to complete the process of issuing such beer, wine and liquor licenses.

Financial Impact

- The City of Ketchum will realize revenue of \$100.00 from approval of these licenses in accordance with the current fee structure.

<u>Company</u>	<u>Beer Consumed on Premises</u>	<u>Beer Not to be Consumed on Premises</u>	<u>Wine Consumed on Premises</u>	<u>Wine Not to be Consumed on Premises</u>	<u>Liquor</u>	<u>Approved by Council for 2019-20</u>	<u>Total Amount of Fees</u>
Irving's Red-Hots	X					10/21/2019	100

Sincerely,

Grant Gager
Director of Finance and Internal Services
Attachments: Alcohol applications

2019-2020

CITY OF KETCHUM, IDAHO

NO. 41A

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY, That

IRVING'S RED - HOTS

DOING BUSINESS AS

IRVING'S RED - HOTS

is licensed hereby as a retailer of alcoholic beverages as stated below, subject to the Municipal Code of the City of Ketchum, Idaho and the laws of the State of Idaho and the regulations of the Director of Law Enforcement in regard to the sale of alcoholic beverages at

Physical address 201 PICABO STREET

in the City of Ketchum, Blaine County, State of Idaho

Beer on Premises
Beer off Premises
Wine by the Drink
Wine by the Bottle
Liquor by the Drink

\$100.00

THIS LICENSE EXPIRES 12:01A.M. ON APRIL 31, 2020

WITNESS my Hand and Seal of the City of Ketchum, Idaho
21st day of October, 2019



Fee \$100.00

Grant Gager
Director, Finance and Internal Services

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED





City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #20413, Comprehensive Service Agreement with Banyan Technology, Inc.

Recommendation and Summary

Staff recommends the council approve Contract #20413, a Comprehensive Service Agreement with Banyan Technology, Inc. and adopt the following motion:

“I move to approve Contract #20413, a Comprehensive Service Agreement with Banyan Technology, Inc. for \$9,527.00.”

The reasons for the recommendation are as follows:

Under this agreement, Banyan Technology, Inc. will provide the following:

- Periodic site visits for SCADA system monitoring and updates
- 24/7 telephone support
- Backup media of all programs
- Priority onsite response to troubleshoot and repair failures
- Discounted hourly rates for services outside of the agreement

Introduction and History

The wastewater treatment facility is controlled by a complex Supervisory Control and Data Acquisition (SCADA) system. The SCADA system is configured to coordinate various equipment activities and treatment processes throughout the entire facility. Functions of the facility are monitored, recorded and displayed to a central location where wastewater staff can direct the effective treatment of the city's wastewater. The SCADA system notifies the on-call operator when there is a mechanical failure, treatment processes are out of acceptable parameters, or an intrusion has occurred at the treatment plant.

Analysis

The SCADA system is developed and maintained by an outside contractor.

- Banyan Technology, Inc. has provided the technical and programming support of the Wastewater SCADA system for the past 17 years, the last 14 through an annual service contract.
- Throughout the past 17 years, Banyan Technology, Inc. has flawlessly fulfilled all the terms of the service contracts.

Financial Impact

The cost of this service agreement is \$9,527.00. This is an operational expense which will be shared with the Sun Valley Water and Sewer District based on the operational flow split between the City and the District. Payment for the agreement will come out of the Professional Services budget line item of the Wastewater Fund. This line item has a budget of \$48,950.00 for FY20.

Attachments:

Banyan Technologies Comprehensive Service Agreement
Banyan Contract Terms and Conditions
Banyan Technologies Rate Schedule



Comprehensive Service Agreement

THIS AGREEMENT entered into this 1st day of November, 2019 between City Of Ketchum Waste Water Treatment Plant hereinafter referred to as the “CLIENT” and Banyan Technology Inc., hereinafter referred to as “Banyan”.

WITNESSETH:

WHEREAS, BANYAN intends to offer CLIENT comprehensive support for their existing PLC’s and HMI SCADA system.

NOW, THEREFORE, the CLIENT and BANYAN in consideration of their mutual covenants herein agree in respect as set forth below.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will furnish to BANYAN, as required for performance of BANYAN’s services, data prepared by or services of others without limitation, all of which BANYAN may use and rely upon in performing services under this Agreement.

The CLIENT will arrange for access to and make provisions for BANYAN to enter upon public and private property as required for BANYAN to perform services under this Agreement.

The CLIENT will provide a toll free telephone number or IP connection which will enable BANYAN the ability to access the SCADA system from anywhere within the 48 contiguous states.

The CLIENT shall maintain the necessary spare parts needed to repair the system in the event of a failure.

SERVICES TO BE PERFORMED BY BANYAN AND BILLING RATES TO BE PAID BY CLIENT

1. BANYAN will conduct periodic project visits to access system status and report to the CLIENT any problems that need to be addressed. Visits may be used to conduct training and make system modifications at owner’s discretion. Banyan to spend up to an average 6 hours per month (including travel time) during the contract period.
2. BANYAN will provide 24/7 telephone support to CLIENT to assist in resolving system problems.
3. BANYAN will maintain backup media of all programs necessary to restore any part of the system in the event of a failure.
4. BANYAN will provide priority onsite response to trouble-shoot and repair failures within the SCADA system. CLIENT will receive discounted hourly rates for trouble-shooting and programming services. (See attached rate sheet.)
5. All repairs and maintenance shall be consistent with the International Standards and Practices for Design and Construction of Telecommunications as adopted by the city.

The lump sum cost of the above outlined services from 11/1/2019 to 11/1/2020 shall be \$ 9,527.00

The Notice to Proceed, by the Client, verbal or written, constitutes acceptance of this Agreement. THE ATTACHED “TERMS AND CONDITIONS” ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT:

BANYAN:

By (signature)

Banyan Technology
TERMS AND CONDITIONS

GENERAL

Banyan shall provide for CLIENT control systems programming and design services in all phases of the Project to which this Agreement applies. These services will include Control Systems Representative for the Project, providing professional consultation and advice in accordance with generally accepted professional practices for the intended use of the Project and makes no other **WARRANTY EITHER**

EXPRESSED OR IMPLIED.

Banyan shall not be responsible for acts or omissions of any party involved in the services covered by this Agreement other than their own or for failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by Banyan.

Banyan has not been retained to have control over Contractor(s) work nor shall Banyan have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Banyan can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

OPINIONS OF COST

Since Banyan has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Banyan's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of Banyan's experience and qualifications and represent Banyan's best judgment as an experienced and qualified control systems integrator, familiar with the construction industry; but Banyan cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Banyan. If the CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. Banyan's services to modify the Project to bring the Construction Costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

REUSE OF DOCUMENTS

All documents and magnetic media including Drawings and Specifications prepared or furnished by Banyan pursuant to this Agreement are instruments of service in respect of the Project and Banyan shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by Banyan for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to Banyan.

CONTROLLING LAW

This Agreement is to be governed by the law of the State of Idaho, principal place of business of Banyan Technology.

SUCCESSORS AND ASSIGNS

CLIENT and Banyan each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and Banyan are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and Banyan, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and Banyan and not for the benefit of any other party.

TIMES OF PAYMENTS

Banyan shall submit monthly statements for services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment due Banyan for services and expenses within sixty (60) days after receipt of Banyan's statement therefor, the amounts due Banyan will be increased at the rate of 1% per month from said tenth day, and in addition, Banyan may, after giving ten days' written notice to CLIENT, suspend services under this Agreement until Banyan has been paid in full all amounts due for services, expenses and charges.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, Banyan will be paid for services rendered and for Reimbursable Expenses incurred to the date of such termination plus an allowance for demobilization costs as determined by Banyan. Furthermore, the CLIENT will be reimbursed for any unused prepaid amount of the Agreement.

MEDIATION BEFORE LITIGATION

No action or lawsuit shall commence nor recourse to a judicial forum be made (hereinafter "litigation") until CLIENT, Banyan, and/or other Parties of Real Interest have commenced, participated in and concluded nonbinding mediation, pursuant to the rules of mediation.

LEGAL FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses, including attorney's fees as may be set by the Court.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and Banyan and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and Banyan.



Rate Schedule Effective January 01, 2019

PLC Programming/HMI Programming/Field Service

Our hourly rates for custom PLC programming, Design, Telephone and Field Support are \$ 125.00 per hour. After hour, weekend, and holiday rates will be billed at \$ 150.00 per hour with a 4 hour minimum.

Travel Time

Travel time is based on the travel time from our field service technician's current location to and from your location, and billed at the appropriate hourly rate. Mileage to and from your location will be billed at the rate of 65 cents per mile. Air travel, hotel, and meals will be billed at cost plus 15%.

Rates and Services for Contract Customers

Banyan offers discounted rates for "Contract Customers." A "Contract Customer" is defined as a person or organization that commits to a service agreement with Banyan and guarantees payment of the negotiated fee annually. Since each organization's needs are different, agreements with Banyan Technology Inc. will differ. The annual fee is determined by the services you choose and the size of your system. As a contract customer you will get:

- 24 hour/7 days per week service/support commitment for on-site and telephone support.
- Priority Response Time - your issues are taken care of before non-contract customers.
- HMI software, training, reporting, and onsite trouble-shooting services outside of the agreement are billed at a discounted rate of \$ 105.00/hour, with no increase in rates for after hours service calls.
- PLC Programming services are also billed at a discounted rate of \$ 105.00/hour, with no increase in rates for after hours programming.



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Purchase Order 20400 Banyan Technologies – upgrades to water wells electronics and monitoring system

Recommendation and Summary

Staff is recommending the council approve a purchase order with Banyan Technologies for \$23,790.00 and adopt the following motion:

“I move to approve a purchase order #20400 with Banyan Technologies in the amount of \$23,790.00 for upgrades to our water wells electronics and monitoring system.”

- **Current components are obsolete and no longer supported by the manufacturer.**
- **This is part of an ongoing maintenance process.**

Introduction and History

The PLC component is the chief operation module in the SCADA (control and monitoring) systems. These components have outlived their useful operational life and are no longer supported by the manufacturer.

Analysis

The components that are being replaced have been in service since 1997.

Financial Impact

Funding for this purchase order is identified in the capital improvement section of our budget and will come from the Water Fund.

Attachments:

Purchase Order #20400
Invoice from Banyan Technologies



City of Ketchum
City Hall

Purchase Order

Number: 20400
Date: 10/7/19

Vendor: Banyon Technologies
Box 5083
Twin Falls, ID 83303-5083

Quantity	Item # / SKU	Description	Item Cost	Total Cost
1	PLC Parts	Big Wood Well and Booster Allen Bradley PLC Parts for upgrade	9150	9150
1	Consulting	Big Wood Well PLC and HMI Programming. Startup and Testing	11400	11400
1	Labor	Big Wood Well Electrical Installation	2400	2400
1	Consulting	Big Wood Well As-built Drawings	840	840
			Total	23790

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Grant Gager, Director Finance & Internal Services, at ggager@ketchumidaho.org or (208) 726-3841.

Please Ship Above Listed Items to:

City of Ketchum
Attn: Pat Cooley
110 River Ranch Rd
Box 2315
Ketchum, ID 83340

Order Submitted By:

Mayor Neil Bradshaw

Banyan Technologies Inc.

Invoice

P.O. Box 5083
Twin Falls, Idaho 83303-5083

Date	Invoice #
9/19/2019	20625

Bill To
Ketchum City Utilities Pat Cooley PO. Box 2315 Ketchum, Idaho 83340

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
20400	Net 15		9/19/2019			

Quantity	Item Code	Description	Price Each	Amount
1	PLC Parts	Big Wood Well PLC Upgrade - Allen Bradley 1766-L32AWA, (2) 1762-IF4, (2) 1762-IA8, Misc terminal blocks, fuses, wire	4,260.00	4,260.00
1	Consulting	Big Wood Well PLC Programming	6,200.00	6,200.00
1	Consulting	Big Wood Well HMI Programming	3,200.00	3,200.00
1	Labor	Electrical Installation	2,400.00	2,400.00
1	Consulting	Startup & Testing	2,000.00	2,000.00
1	Consulting	As-built Drawing	840.00	840.00
1	PLC Parts	Big Wood Booster PLC Upgrade - Allen Bradley 1766-L32AWA, (2) 1762-IF4, (1) 1762-OF4,(2) 1762-IA8, Misc terminal blocks, fuses, wire	4,890.00	4,890.00

			Total	\$23,790.00
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City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Staff is recommending approval of a purchase order with Enviro-Clean Intermountain LLC for a not to exceed \$65,000.00 for emergency repairs to our Vacon sewer cleaning truck and adopt the following motion:

I recommend approval of a purchase order with Enviro-Clean Intermountain LLC for emergency repairs to the Vacon sewer cleaning truck. This purchase order is for a not to exceed price of \$ 65,000.00

- **An integral part of the Vacon operation is a blower fan that has failed requiring factory replacement.**
- **Other long-term maintenance and repairs beyond the capabilities of local mechanics will be addressed.**

Introduction and History

The Vacon truck was purchased in 1996 and is owned jointly by Ketchum and the Sun Valley Water and Sewer District (SVWSD).

Analysis

During normal operations a bearing on the blower fan failed. This causing complete destruction of the interior fan. Our options were to have the fan rebuilt for an estimated cost of up to \$ 15,000.00 with a delay of several weeks to a month or a new factory-built fan for \$ 18,500.00. The factory fan was available onsite saving time and shipping costs. After consulting with Pat McMahon, Superintendent SVWSD, we jointly agreed to go with the factory unit.

Other wear parts such as drive belts are original items. There will be a cost to replace these parts as well rebuilding the water pump on the unit.

The work on this unit is beyond the facilities and experience of local mechanics.

Financial Impact

At the time of the emergency purchase order was drafted the extent of cost was not and is still not final. Cost is expected to be considerably lower than authorized. All costs for repair and transportation will be shared equally with SVWSD as outlined in our joint ownership agreement.

Respectfully submitted,
Pat Cooley, Water Supervisor

Attachments:

Purchase order # 20422



City of Ketchum
City Hall

Purchase Order

Number: 20422
Date: 8/5/2019

Vendor: Enviro-Clean Intermountain LLC
2868 S 460 W South
Salt Lake City, UT 84115

Quote Ref: WO 19-3028R


Quantity	Description	Item Cost	Total Cost
50 hours	Diagnostic	\$100 /hr	Not to exceed \$ 5,000
600 hours	Repairs	\$100/hr	Not to exceed \$60,000
			Total Not to exceed \$65,000

The City of Ketchum is a tax-exempt political subdivision of the State of Idaho.

Please confirm this City of Ketchum Purchase Order with Grant Gager, Director Finance & Internal Services, at ggager@ketchumidaho.org or (208) 726-3841.

Please Ship Above Listed Items to:

City of Ketchum
Attn: Pat Cooley
110 River Ranch Rd.
Box 2315
Ketchum, ID 83340

Order Submitted By:


Mayor, Neil Bradshaw



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Authorize Mayor to Sign the Lofts at 660 Project Floor Area Ratio (FAR) Exceedance Agreement (Contract #20424)

Recommendation and Summary

Staff recommends that the Ketchum City Council move to approve the Lofts at 660 Project Floor Area Ratio (FAR) Exceedance Agreement:

Recommended Motion: "I move to approve and authorize the Mayor to sign the Lofts at 660 Project FAR Exceedance Agreement Contract #20424 with Galena Peak Partners, LLC for the new multi-family residential development located at 660 N 1st Avenue."

The reasons for the recommendation are as follows:

- Ketchum Municipal Code §17.124.040 encourages new development to include a reasonable supply of affordable and resident occupied housing for sale or rent in order to help meet the demand and needs for housing of the community's workforce.
- Development within the Community Core may be built to a permitted FAR of 1.0 and may be increased up to a maximum 2.25 FAR with an associated mitigation of impacts related to workforce housing.
- The City of Ketchum has instituted the adoption of Exceedance Agreements to memorialize increases above the permitted FAR and associated community housing contributions.
- The Applicant agrees with these goals and proposes to provide a 618 sq ft community housing studio and pay the remaining contribution through the community housing in-lieu fee payment as specified in Exhibit B of Contract #20424.

Introduction and History

The project received Design Review approval from the Planning & Zoning Commission on September 9th, 2019 and the applicant has proposed starting construction in 2019.

Financial Impact

None

Attachments

- Lofts at 660 Project FAR Exceedance Agreement (Contract #20424)

**FAR EXCEEDANCE
AGREEMENT**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 480 East Ave. N., Ketchum, Idaho 83340
Galena Peak Partners, LLC	"Owner"	Mailing: PO Box 5023, Ketchum, ID 83340 Physical Address: 660 N 1st Avenue (Ketchum Townsite: Block 34: Lot 6)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and Galena Peak Partners, LLC, a property owner in the City of Ketchum.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.
- 2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to

accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty day notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement. Furthermore, the City acknowledges that the Building Owner, in its sole discretion, may choose not to build the residential units. In such an event, this FAR Exceedance Agreement will be modified.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective

only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 21ST DAY OF OCTOBER, 2019.

Developer

City of Ketchum, Idaho

Reid Sanborn
660 First Ave, LLC

Neil Bradshaw, Mayor

Attest:

Robin Crotty, City Clerk

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit.

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
 - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
 - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
 - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT:	Lofts at 660
APPLICATION FILE NUMBERS:	Design Review P19-084
REPRESENTATIVE:	Hollis Rumpeltes Architects
DEVELOPER:	660 First Ave, LLC (Reid Sanborn)
REQUEST:	Development of a new seven unit, 812,129 sq ft multi-family residential building.
LOCATION:	660 N 1st Avenue (Ketchum Townsite: Block 34: Lot 6)
ZONING:	Mixed-Use Subdistrict of the Community Core (CC-2)

BACKGROUND:

1. The applicant is proposing to construct a new 12,129 sq ft three-story building is comprised of seven dwelling units including one community housing unit studio. The project includes three parking spaces within two separate and enclosed garages at the ground level as well as four on-site parking spaces covered by the second-level roof and accessed from the Block 34 alleyway.
2. The site is located at 660 N 1st Avenue (Ketchum Townsite: Block 34: Lot 6) within the Mixed-Use Subdistrict of the Community Core (CC-2). Multi-family dwelling units are a permitted use in the CC-2 Zone, and unlike the Retail Core Subdistrict (CC-1), dwelling units may be sited on the ground floor
3. The subject interior lot has an area of 5,500 sq ft, which conforms to the 5,500 sq ft minimum lot area required in the CC-2 Zone.
4. The proposed floor area of the project will have a total area of 12,129 gross square feet.
5. Pursuant to the definition of gross floor area (KMC §17.08.020), four parking stalls for developments on single Ketchum Townsite lots of 5,600 sq ft or less are not included in the gross floor area calculation.
6. With the parking stall discount, the multi-family residential building has a proposed Floor Area Ratio (FAR) of 2.09 (11,481 gross sq ft/5,500 sq ft lot area).
7. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
8. The Planning and Zoning Commission approved the Design Review application (P19-084) for the Lofts at 660 multi-family residential building on September 9th, 2019. Building Permit plans must

conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

Table 1. EXCEEDANCE ANALYSIS

Yes	No	N/A	Regulation	City Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	Floor Area Ratios and Community Housing
				<p>The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.</p> <p>Permitted in Community Core Subdistrict 2(CC-2) Permitted Gross FAR: 1.0 Permitted Gross FAR with Inclusionary Housing Incentive: 2.25 Proposed Gross Floor Area: 12,129 gross square feet</p> <p>Pursuant to the definition of gross floor area (KMC §17.08.020), four parking stalls for developments on single Ketchum Townsite lots of 5,600 sq ft or less are not included in the gross floor area calculation. The applicant has provided six parking spaces on-site. As the subject lot is less than 5,600 sq ft, Staff has discounted four parking stalls [4 x parking stall dimension pursuant to KMC §17.125.030(9 x 18)= 648 square feet] from the gross floor area calculation.</p> <p>Gross Floor Area with Parking Discount: 11,481 sq ft Ketchum Townsite Lot 6 Area: 5,500 sq ft FAR Proposed: 2.09 (11,481 gross sq ft/5,500 sq ft lot area) Increase Above Permitted FAR: 5,981 sq ft 20% of Increase: 1,196 sq ft Net Livable (15% Reduction): 1,017 sq ft Community Housing In-Lieu Fee: \$241,991</p> <p>The applicant has proposed providing a 618 sq ft community housing studio on the second level of the multi-family residential building. Total Proposed Community Housing Net Livable Sq Ft Contribution: 618 sq ft Remainder (399 sq ft) Community Housing In-Lieu Fee: \$94,962</p> <p><u>LOFTS AT 660 COMMUNITY HOUSING CONTRIBUTION PROPOSAL</u> The applicant proposes to:</p> <ol style="list-style-type: none"> 1. Provide one 618 sq ft community housing studio on the first floor of the proposed multi-family residential building. 2. Target subject community housing unit for Blaine County Housing Authority Income Category 4. 3. List subject studio for rent or sale through the BCHA concurrent with the issuance of Certificate of Occupancy by the City for the project. 4. Pay for the remaining 399 sq ft of community housing contribution through the community housing in-lieu fee. The total community housing in-lieu fee payment will be \$94,962.

Commerce Programs – continued consulting on TRI opportunities for Projects GEPP and Radio.

Business Attraction – Evaluating new project to provide practical mechanisms to support the growing gig economy. Initial focus on establishing a “Creative Collective” for design, web, PR, marketing, and other independent consultants to provide a forum for gaining exposure and helping attract projects.

Potential new impact investor looking at large potential 100 unit + housing in North Valley.

Project GEP experiencing significant public push back on new Ketchum hotel project during current Ketchum City Council review process; we have offered advocacy support through economic impact analysis.

Several banks planning entry into the area. In addition to Farmers in Bellevue, Idaho First Bank and Idaho Central Credit Union are looking to set up operations.

Tracking the purchase of the King’s property in Hailey through the listing broker. The buyer requested an additional two months diligence period to ensure building layout will work for them. The buyer has not been disclosed but is described by the broker as a ‘well-known retailer’ that he thinks the community will be very happy with.

Business Expansion – Limelight Hotel, Hazlette Wealth Management.

Visited with 2 other companies for in depth discussion of state of business, growth prospects, access to talent and other critical issues of concern.

Scheduled membership renewals with funding support from a further 2 companies

(see the spreadsheet for the full lists)

Business Retention – Continued to work on SVED’s 8th Annual Economic Summit around the theme of building a better economy for those who live it.

Safe Haven Senior Care announced it has accepted a purchase offer, subject to bankruptcy court approval, that will ensure this critical piece of infrastructure continues to operate in Blaine County.

Business Creation – Continued progress on SV Culinary Institute startup:

- Continued facility retrofit
- Continued fundraising
- Awarded IWDC Innovation Grant for \$25,000 subject to Executive Committee confirmation

Placemaking – na

Training – participated in SIED mini-summit on workforce training, housing and brownfields

Other – Approved providing administrative support of Tourism Coalition for potential BID/TID campaign to fund increased marketing activities; support services to include banking, bill payment and bookkeeping.

Delivered 3Q Members Forum on State of the Economy and Talent Attraction to 30 members.

Interviewed 3-4 potential board candidates with goal to increase youth and diversity.

Built panel structure and participants for 2019 Economic Summit on “Bridging the Gaps in our Resort Community: Building an Economy for those that Live It

Summary Highlights

- Six new business projects actively progressing
- Continued progress to culinary institute implementation
- Planning for 3Q Forum and Annual Summit



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Authorize Mayor to Sign the Sun Valley & First Project Floor Area Ratio (FAR) Exceedance Agreement (Contract #20423)

Recommendation and Summary

Staff recommends that the Ketchum City Council move to approve the Sun Valley & First Mixed-Use Building Floor Area Ratio (FAR) Exceedance Agreement:

Recommended Motion: "I move to approve and authorize the Mayor to sign the Sun Valley & First Project FAR Exceedance Agreement Contract #20423 with David Wilson for the new mixed-use development located at 311 N 1st Avenue."

The reasons for the recommendation are as follows:

- Ketchum Municipal Code §17.124.040 encourages new development to include a reasonable supply of affordable and resident occupied housing for sale or rent in order to help meet the demand and needs for housing of the community's workforce.
- Development within the Community Core may be built to a permitted FAR of 1.0 and may be increased up to a maximum 2.25 FAR with an associated mitigation of impacts related to workforce housing.
- The City of Ketchum has instituted the adoption of Exceedance Agreements to memorialize increases above the permitted FAR and associated community housing contributions.
- The Applicant agrees with these goals and proposes to provide 1,220 sq ft of community housing within two units on the first floor of the mixed-use building.

Introduction and History

The project received Design Review approval from the Planning & Zoning Commission on August 13th, 2019 and the applicant has proposed starting construction in 2019.

Financial Impact

None

Attachments

- Sun Valley & First Mixed-Use Building Project FAR Exceedance Agreement (Contract #20423)

**FAR EXCEEDANCE
AGREEMENT**

Parties:

City of Ketchum	"City"	P.O. Box 2315, 480 N East Ave, Ketchum, Idaho 83340
David Wilson	"Owner"	Mailing: PO Box 6770, Ketchum, ID 83340 Physical Address: 311 N 1st Avenue (Ketchum Townsite: Block 57: Lot 4)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and David Wilson, a property owner in the City of Ketchum.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.
- 2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to

accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty day notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement. Furthermore, the City acknowledges that the Building Owner, in its sole discretion, may choose not to build the residential units. In such an event, this FAR Exceedance Agreement will be modified.
6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective

only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

12. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS 21ST DAY OF OCTOBER, 2019.

Developer

City of Ketchum, Idaho

David Wilson

Neil Bradshaw, Mayor

Attest:

Robin Crotty, City Clerk

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

- A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in [chapter 17.08](#) of this title may exceed the floor area listed in the table below subject to section [17.124.050](#) of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit.

rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.

- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
 - e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
 - f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
 - g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: Sun Valley & First Mixed-Use Building

APPLICATION FILE NUMBERS: Design Review P19-083

OWNER: David Wilson

REPRESENTATIVE: Buffalo Rixon, Architect, Ruscitto Latham Blanton Architectura PA

REQUEST: The applicant has proposed a remodel and addition to the existing building located at the corner of Sun Valley Road and 1st Avenue to accommodate 3 new retail areas, 2 community housing units, and 2 upper level condominium units.

LOCATION: 311 N 1st Avenue (Ketchum Townsite: Block 57: Lot 4)

ZONING: Mixed-Use Subdistrict of the Community Core (CC-2)

BACKGROUND:

1. The applicant is proposing to construct a 6,588 sq ft +/- addition to the existing building located at 311 N 1st Avenue. A second floor is proposed to be added to the existing single-story building in order to accommodate two new residential condominium units. The existing first floor will be remodeled to accommodate three new retail spaces and to community housing units.
2. The subject site is and 8,250 sq ft Ketchum Townsite lot located within the Mixed Use Sub-district of the Community Core (CC-2).
3. The total proposed gross floor area of the mixed-use building will be 14,343 gross sq ft with a Floor Area Ratio (FAR) of 1.74, which is 4,219 gross sq ft less than maximum 2.25 FAR permitted with the inclusionary housing incentive in the CC-2 Zone (Ketchum Municipal Code §17.124.040.A).
4. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040, *Floor Area Ratios and Community Housing*, as adopted on the date a Building Permit is submitted for the project.
5. The Planning and Zoning Commission approved the Design Review application (P19-083) for the Sun Valley & First mixed-use building on August 13th, 2019. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

Table 1. EXCEEDANCE ANALYSIS

Yes	No	N/A	Regulation	City Standard
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	<i>Floor Area Ratios and Community Housing</i>
				<p>The project shall comply with the requirements of Ketchum City Code § 17.124.040 as adopted on the date a building permit is submitted for the project.</p> <p>Permitted in Community Core Mixed-Use Sub-district (CC-2) Permitted Gross FAR: 1.0 Permitted Gross FAR with Inclusionary Housing Incentive: 2.25 Proposed Mixed-Use Building Gross Floor Area: 14,343 gross sq ft Lot 4 Area: 8,250 sq ft FAR Proposed: 1.74 (14,343 gross sq ft/8,250 sq ft lot area) Increase Above Permitted FAR: 6,093 sq ft 20% of Increase: 1,219 sq ft Net Livable (15% Reduction): 1,036 sq ft Community Housing In-Lieu Fee: \$246,568</p> <p>The Project Information on Sheet A0.0 of the Design Review submittal indicates that the applicant will provide 1,220 sq ft of community housing within two units on the first floor of the mixed-use building.</p> <p><u>COMMUNITY HOUSING CONTRIBUTION PROPOSAL</u> The applicant proposes to:</p> <ol style="list-style-type: none"> 1. Provide two community housing studios/employee housing units (1,220 sq ft total) on the first floor of the proposed mixed-use building. 2. Target subject community housing unit for Blaine County Housing Authority Income Category 4. 3. List subject studio for rent and management through The Housing Company of the Idaho Housing and Finance Association concurrent with the issuance of Certificate of Occupancy by the City for the project.



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Hold a Public Hearing and Approve the Crossbuck Townhomes Lot 4B Final Plat

Recommendation and Summary

Staff is recommending the council adopt the following motion:

Move to Approve the Crossbuck Townhomes Lot 4B Final Plat subject to City issuance of a Certificate of Occupancy for the Lot 4B unit

The reasons for the recommendation are as follows:

- The Crossbuck Townhomes Preliminary Plat has been approved by the City.
- Sundali/Mace have proceeded with site improvements consistent with the Construction Phasing Agreement #20233 entered into with the City.
- Subject unit is nearing completion and no issues with certificate of occupancy for Townhome Lot 4B have been identified.
- The city holds a security bond to assure all identified improvements are completed for the project.

Analysis

The Project has proceeded consistent with a host of City approvals, including townhome design review, rezone, preliminary plat, building permit, and construction phasing. Preliminary plat approval and subsequent final plat approval / plat recordation for each phase of the project are defined next steps for each of the sublots, starting with Lot 4B of Crossbuck Townhomes once: (a) certificate of occupancy is granted; and, (b) public ROW improvements are confirmed. Staff has no existing concerns with Sundali/Mace complying with the various subdivision, construction phasing agreement and various code provisions.

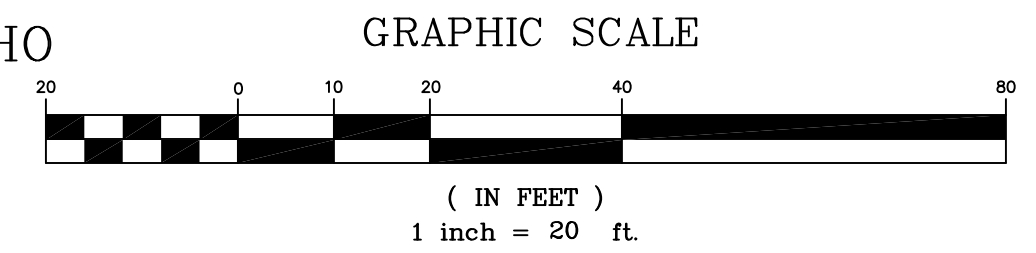
Financial Impact

A surety bond is in place to secure the improvements associated with public right of way improvements referenced in the Construction Phasing Agreement #20233, instrument #657659.

Attachment

Crossbuck Townhome Lot 4B Final Plat
Final Plat Subdivision Design Criteria Compliance Checklist

A PLAT SHOWING
CROSSBUCK TOWNHOMES; PHASE 1
 WHEREIN A PORTION OF LOT 4A, BLOCK 67 IS PLATTED AS A TOWNHOUSE SUBLOT
 LOCATED WITHIN S13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 SEPTEMBER 2019



NOTES

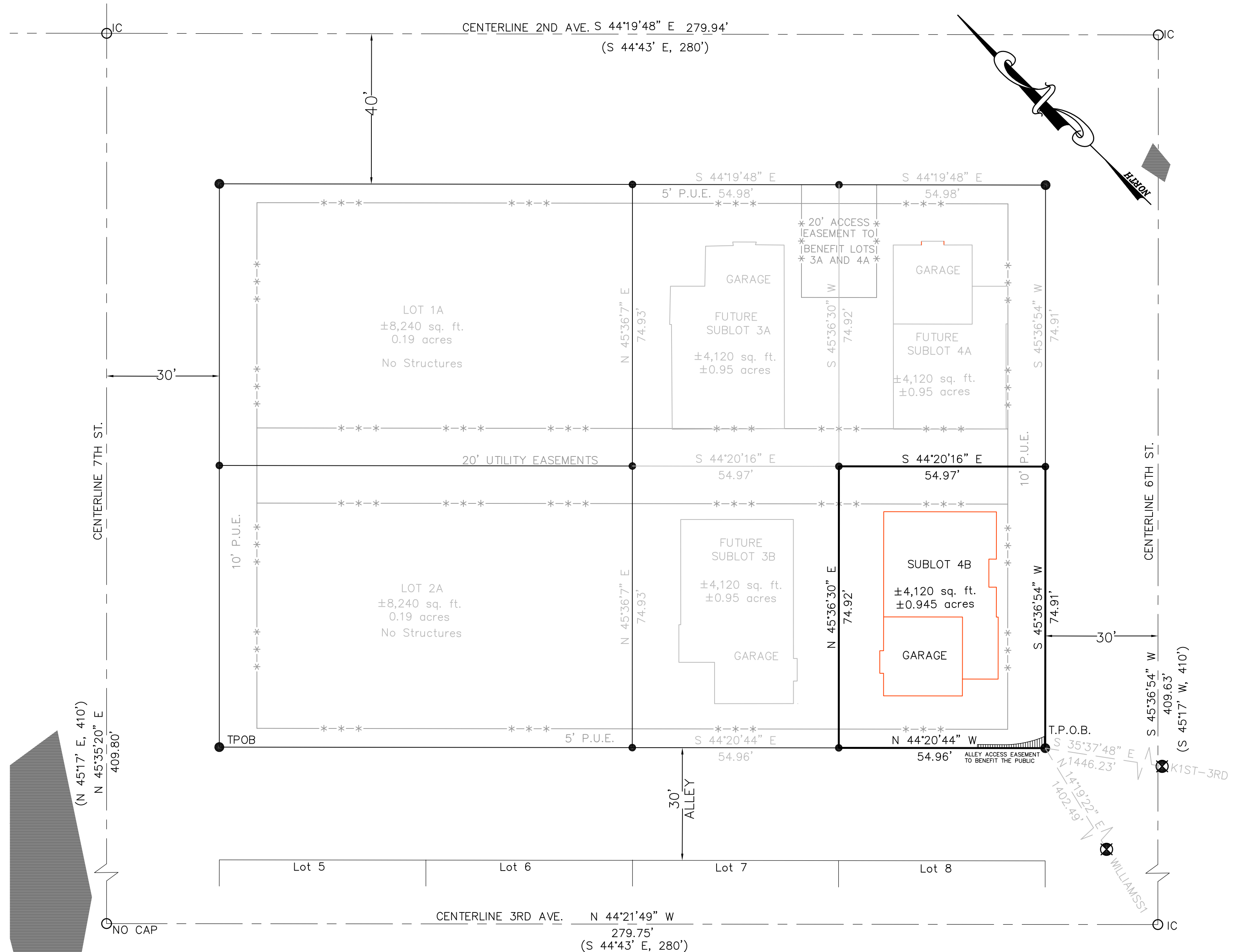
- 1) Basis of Bearing is Idaho State Plane Coordinate System, NAD83(1992), Central Zone, at Grid, in US Survey Feet. Combined Scale Factor is 0.9968071. Ground Distances will be slightly longer.
- 2) Documents that may affect this plat are recorded in Blaine County Records as Instrument Numbers 195385 (Survey), 304411-304414(Municipal Quit Claim Deeds), 657569 (Development Phasing Agreement), and 658996 (Plat)

LEGEND

- Centerline Street/Avenue
- Subject Boundary Lines
- *-*- Easements as Shown
- Adjoiners Lot Line
- Future Property Line
- BCGIS Control and Ties
- ▨ Alley Easement
- Set 1/2" Rebar PLS 7048
- Set 5/8" Rebar PLS 7048
- Found 5/8" As Shown
- IC Illegible Cap
- () Record Dimensions

SURVEYORS NARRATIVE

This is Phase one of Crossbuck Townhomes. It is anticipated that the remaining proposed Sublots will be platted in future phases as construction is completed.



PRELIMINARY

HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central District Health Dept., EHS



City of Ketchum
Planning & Building

Subdivision Application Standards – Lot 4B Final Plat/Development & Design Criteria				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	<p>Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.</p> <p>NA</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	<p>A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.</p> <p><i>Title report provided</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.A	<p>Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.</p> <p><i>Improvements set forth in phased construction agreement, including alley, have been constructed to plan. Sidewalk along 6th Street to be re-poured in Spring 2020. Surety bond and other pending phases assures completion.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <p>...</p> <p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p> <p>...</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>...</p>

				<p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>...</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the applicant; and</p> <p>...</p>
				<i>Sidewalk, curb, landscaping, street light, driveway to Lots 3A/4A require final inspection. Security bond in place.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	<p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
				<i>Improved consistent with city engineer requirements. See easement on Lot 4B.</i>
			16.04.040.O	<p>Drainage Improvements: ... An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
				<i>Provided in city right of way consistent with approved engineered drawings.</i>
			16.04.040.P	<p>Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.</p>
				<i>Utility corridor for project completed. Water and sewer services approved and installed per code.</i>



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to hold a public hearing and approve the Condominium Subdivision Preliminary Plat for the Onyx at Leadville Residences.

Recommendation and Summary

Staff recommends the City Council hold a public hearing and approve the Condominium Subdivision Preliminary Plat application submitted by J Peterman Development LLC, represented by Sean Flynn PE of Galena Engineering, to create eight condominium units within a multi-family residential currently under construction at 341 S Leadville Avenue (Trail Creek Condominiums: Block 1A) within the Tourist (T) Zoning District.

Recommended motion: "I move to approve the Onyx at Leadville Condominium Subdivision Preliminary Plat application, subject to conditions 1-9."

The reasons for the recommendation are as follows:

- The request to subdivide meets all applicable standards for Condominium Preliminary Plats contained in Ketchum Municipal Code's Subdivision (Title 16) and Zoning (Title 17) regulations.
- The Planning & Zoning Commission approved the Design Review (P18-005) for the project on February 12th, 2019. The Planning & Building Department issued a Building Permit (B18-016) for the construction of the new multi-family residential development in May of 2018. All eight dwelling units within the building were designed and intended to be condominium units.
- The Planning and Zoning Commission held a site visit and unanimously recommended approval of the Preliminary Plat application to the City Council on October 14th, 2019.

Analysis

The subject property, Block 1A of Trail Creek Condominiums Amended, is located at the northwest corner of S Leadville Avenue and Onyx Street within the Tourist (T) Zoning District. Currently under construction, the Onyx at Leadville Residences project is a three-story, 19,888 gross sq ft, multi-family residential building containing eight dwelling units and 18 underground parking spaces.

The Planning & Zoning Commission approved the Design Review (P18-005) for the project on February 12th, 2019. Consistent with condition of approval #12 of Design Review P18-005, the applicant received approval for a Lot Line Shift application (P18-010) to adjust the recorded lot lines for Blocks 1 and 2 of the Trail Creek Condominiums Amended Subdivision. The adjustment moved the shared boundary line to expand Block 1 in order to accommodate the underground parking garage proposed within the Onyx at Leadville building. The lot line readjustment also incorporated a new parking lot easement to benefit the adjacent Trail Creek Condominiums on Block 2A. In accordance with Ketchum Municipal Code (KMC) §17.124.040 and memorialized through FAR Exceedance Agreement (Contract 20171), the applicant secured an off-site dwelling

unit to satisfy the community housing contribution for the associated increase above the permitted FAR, which has been included as Exhibit D to the Staff Report.

The Planning & Building Department issued a Building Permit (B18-016) for the construction of the new multi-family residential development in May of 2018. All eight dwelling units within the building were designed and intended to be condominium units.

City Departments including Fire, Utilities, Building, and Streets have reviewed the Condominium Subdivision and have no comments or concerns regarding the proposed Preliminary Plat. All City Department standards as well as required ROW improvements were vetted and reviewed through the Design Review and Building Permit processes. Prior to issuance of a Certificate of Occupancy for the building, City Departments will conduct final inspections to ensure compliance with all conditions and requirements. City Engineer review comments have been included as Exhibit C to the Staff Report.

Financial Impact

No financial impact.

Attachments:

- Staff Report with Attachments:
 - A. Application
 - B. Condominium Subdivision Preliminary Plat dated August 2019
 - C. City Engineer Review Comments
 - D. FAR Exceedance Agreement (Contract #20171)
 - E. Draft Findings of Fact, Conclusions of Law, and Decision



City of Ketchum
Planning & Building

**STAFF REPORT
KETCHUM CITY COUNCIL
REGULAR MEETING OF OCTOBER 21, 2019**

PROJECT: Onyx at Leadville Residences Condominium Subdivision Preliminary Plat

FILE NUMBER: P19-093

ASSOCIATED PERMITS: Pre-Application Design Review 17-090, Design Review 18-005, Lot Line Shift P18-010, Building Permit 18-016

OWNERS: J Peterman Development LLC

REPRESENTATIVE: Sean Flynn PE, Galena Engineering

REQUEST: Preliminary Plat to create eight condominium units within a multi-family residential development currently under construction

LOCATION: 341 S Leadville Avenue (Trail Creek Condominiums: Block 1A)

NOTICE: A public hearing notice was mailed to all property owners within 300 ft of the development site and political subdivision on October 2nd, 2019. The public hearing notice was published in the Idaho Mountain Express on October 2nd, 2019.

ZONING: Tourist (T)

OVERLAY: None

REVIEWER: Abby Rivin, Associate Planner

EXHIBITS:

- A. Application
- B. Condominium Subdivision Preliminary Plat dated August 2019
- C. City Engineer Review Comments
- D. FAR Exceedance Agreement (Contract #20171)
- E. Draft Findings of Fact and Conclusions of Law

BACKGROUND

The subject property, Block 1A of Trail Creek Condominiums Amended, is located at the northwest corner of S Leadville Avenue and Onyx Street within the Tourist (T) Zoning District. Currently under construction, the Onyx at Leadville Residences project is a three-story, 19,888 gross sq ft, multi-family residential building containing eight dwelling units and 18 underground parking spaces.

The Planning & Zoning Commission approved the Design Review (P18-005) for the project on February 12th, 2019. Consistent with condition of approval #12 of Design Review P18-005, the applicant received approval for a Lot Line Shift application (P18-010) to adjust the recorded lot lines for Blocks 1 and 2 of the Trail Creek Condominiums Amended



Subdivision. The adjustment moved the shared boundary line to expand Block 1 in order to accommodate the underground parking garage proposed within the Onyx at Leadville building. The lot line readjustment also incorporated a new parking lot easement to benefit the adjacent Trail Creek Condominiums on Block 2A. In accordance with Ketchum Municipal Code (KMC) §17.124.040 and memorialized through FAR Exceedance Agreement (Contract 20171), the applicant secured an off-site dwelling unit to satisfy the community housing contribution for the associated increase above the permitted FAR.

The Planning & Building Department issued a Building Permit (B18-016) for the construction of the new multi-family residential development in May of 2018. All eight dwelling units within the building were designed and intended to be condominium units.

City Departments including Fire, Utilities, Building, and Streets have reviewed the Condominium Subdivision and have no comments or concerns regarding the proposed Preliminary Plat. All City Department standards as well as required ROW improvements were vetted and reviewed through the Design Review and Building Permit processes. Prior to issuance of a Certificate of Occupancy for the building, City Departments will conduct final inspections to ensure compliance with all conditions and requirements. City Engineer review comments have been included as Exhibit C to the Staff Report. The Planning and Zoning Commission held a site visit and unanimously recommended approval of the Preliminary Plat application to the City Council on October 14th, 2019.

PUBLIC COMMENT

No public comment has been received regarding the Condominium Subdivision Preliminary Plat. Any public comment received after publication of this Staff Report will be forwarded to the Planning & Zoning Commission and included in the record.

OVERVIEW – CONDOMINIUM SUBDIVISION PROCEDURE (KMC §16.04.060)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to subdivide a building currently under construction into eight condominium units. The request to subdivide meets all applicable standards for Condominiums Preliminary Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Condominium Subdivision Preliminary Plat does not change the proposed residential use or alter the proposed development as reviewed and approved through Design Review P18-005 and Building Permit B18-016.

The first step in the condominium platting process is Preliminary Plat review and to receive a recommendation from the Planning and Zoning Commission. The Planning and Zoning Commission held a site visit and unanimously recommended approval of the Preliminary Plat application to the City Council on October 14th, 2019. After receiving a recommendation for approval and upon commencement of construction, the Preliminary Plat application is forwarded to the City Council for review and approval. After City Council approval of the Preliminary Plat, the subdivider may submit an application for Final Plat. City Council, however, shall not review or approve the Final Plat until a Certificate of Occupancy has been issued for the building and all design review elements have been installed.

Table 1: Condominium Preliminary Plat Requirements

Condominium Preliminary Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and <i>Staff Comments</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.
			Staff Comments	<i>Draft CC&Rs and Articles of Incorporation for the property owner association have been submitted by the applicant and are included in the project file. The CC&Rs address maintenance of the building and common areas.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			Staff Comments	<i>All underground garage parking spaces have been designated as Limited Common Area tied to a specific condominium unit.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			Staff Comments	<i>Storage areas for certain units have been designated as limited common area within the underground parking garage. A storage locker area has also been included within basement floor plan and is designated as common area on the Preliminary Plat.</i> <i>All eight residential condominium units provide adequate interior storage space for personal property.</i>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			Staff Comments	<p><i>The architectural plans approved with the Building Permit correspond to the Preliminary Plat and include a maintenance and mechanical room, trash area, and mechanical or storage lockers in the basement, which have been designated as Common Area on the preliminary plat.</i></p> <p style="text-align: center;">Basement/Parking Plan as approved with Building Permit B18-016 (Sheet A0.12)</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.
			Staff Comments	<p><i>All proposed units include outdoor terraces, patios, and balconies, which have been designated as limited common area on the Preliminary Plat. The site plan as approved through Design Review P18-005 also includes walkways for pedestrian circulation, which have been designated as common area for the development.</i></p>


				 <p><i>Exterior 3D Model Views (Sheet A0.7)</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.H	<p>All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</p> <p><i>Staff Comments</i> All other provisions of Title 16, Title 17, and applicable City ordinance, rules, and regulations have been reviewed and approved through the Design Review and Building Permit application processes.</p>

Table 2: Preliminary Plat Requirements for All Projects

Preliminary Plat Requirements				
Compliant			Standards and Staff Comments	
Yes	No	N/A	City Code	City Standards and Staff Comments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<p>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</p> <p><i>Staff Comments</i> The application has been reviewed and determined to be complete.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<p>Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.</p> <p><i>Staff Comments</i> All required materials for the Preliminary Plat application have been submitted.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<p>The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:</p> <p>The scale, north point and date.</p> <p><i>Staff Comments</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	<p>The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.</p> <p><i>Staff Comments</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	<p>The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.</p> <p><i>Staff Comments</i> This standard has been met.</p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	<p>Legal description of the area platted.</p> <p><i>Staff Comments</i> This standard has been met.</p>

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Staff Comments	<i>This standard has been met. Adjacent Trail Creek Condominiums is referenced within the parking lot easement description.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Staff Comments	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Staff Comments	<i>This standard has been met. The parking lot easement as incorporated through the Readjustment of Lot Lines Procedure (P18-010) as well as the adjacent street S Leadville Avenue has been indicated on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			Staff Comments	<i>The legal description appears on the proposed plan and references the tract, which is within Section 18, T.4 N., R.18 E., B.M., City of Ketchum, Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			Staff Comments	<i>As conditioned, the Preliminary Plat will meet this standard. The Tourist zoning designation was not included and will be required to be added to the Preliminary Plat prior to forwarding the application to City Council for review.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Staff Comments	<i>As conditioned, the Condominium Subdivision will meet this standard. No new streets or blocks are proposed as the Preliminary Plat proposes to subdivide a multi-family residential building currently under construction into eight condominium units and does not create new lots. As noted within the City Engineer Review Comments included as Exhibit C to the Staff Report, the applicant shall indicate the required 5 ft utility easement on the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Staff Comments	<i>Common areas and limited common areas are designated on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Staff Comments	<i>The civil drawings (C1.0 & C2.0) approved with Building Permit B18-016 correspond to the Preliminary Plat and include specifications for the proposed sidewalk, curb, and gutter as well as drywells.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			Staff Comments	<i>Not applicable. All streets are existing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Staff Comments	<i>Not applicable.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Staff Comments	<i>At this time, no state health authority has required this condition. Notice of this subdivision has been mailed to all outside agencies.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Staff Comments	<i>Draft documents have been submitted and are included in the project record.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Staff Comments	<i>This standard is not required because the development is located within an existing platted subdivision—Trail Creek Condominiums Amended, which is recorded with Blaine County and serves as a vicinity map for reference.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			Staff Comments	<i>There is no floodplain, floodway, or avalanche zone within the proposed Condominium Subdivision. The floodplain associated with Trail Creek is located to the west of the existing Trail Creek Condominiums Development.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Staff Comments	<i>This standard is not applicable as the Preliminary Plat proposes to subdivide a multi-family residential building currently under construction into eight condominium units and does not create new lots.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			Staff Comments	<i>This standard is not applicable. No new lots are being created as the proposed subdivision is a condominium plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			Staff Comments	<i>Not applicable. Proposed landscaping for the project was reviewed and approved by the Planning & Zoning Commission through Design Review P18-005.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			Staff Comments	<i>A Lot Book Guarantee has been submitted with the subdivision application and has been included in the project record.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			Staff Comments	<i>A digital copy for reproduction was submitted with the application. Therefore, Staff required only one (1) full size copy of the preliminary plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as

				mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Staff Comments	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Staff Comments	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Staff Comments	<i>All required improvements shall be installed prior to issuance of a Certificate of Occupancy for the project. The Streets Department and City Engineer shall conduct a final inspection prior to issuance of a Certificate of Occupancy for the project to ensure compliance with all applicable standards and regulations. Prior to Ketchum City Council review of the Condominium Subdivision Final Plat, the applicant must obtain a Certificate of Occupancy for the development.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of

				<p>the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			Staff Comments	<p>All required improvements shall be installed prior to issuance of a Certificate of Occupancy for the project. The Streets Department and City Engineer shall conduct a final inspection prior to issuance of a Certificate of Occupancy for the project to ensure compliance with all applicable standards and regulations. Prior to Ketchum City Council review of the Condominium Subdivision Final Plat, the applicant must obtain a Certificate of Occupancy for the development.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Staff Comments	<p>Monumentation shall occur following completion of required improvements and prior to City Council review of the Final Plat.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: <ol style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section.

			<p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s).</p> <p>6. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p> <p>7. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p>Staff Comments <i>Not applicable. This standard is not applicable as the Preliminary Plat proposes to subdivide a multi-family residential building currently under construction into eight condominium units and does not create new lots.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			<p>Staff Comments <i>Not applicable. This standard is not applicable as the Preliminary Plat proposes to subdivide a multi-family residential building currently under construction into eight condominium units and does not create new lots or blocks.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.H</p> <p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;

			<p>5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;</p> <p>6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;</p> <p>7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;</p> <p>8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;</p> <p>9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);</p> <p>10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;</p> <p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p>
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			<p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			<p>Staff Comments <i>This proposal does not create new street, private road, or bridge. Sidewalks, curb, and gutter are required to be installed and the associated civil drawing have been reviewed and approved through review of the Building Permit B18-016.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.I</p> <p>Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.</p>
			<p>Staff Comments <i>This standard is not applicable as the proposed condominium is located in a residential neighborhood and alleys are not required to be provided.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.040.J</p> <p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement</p>

			<p>along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			<p>Staff Comments <i>As noted in the City Engineer review comments attached as Exhibit C, the applicant shall include the required 5 ft utility easement on the Final Plat. As conditioned, the subdivision shall meet this standard.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.K</p> <p>Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			<p>Staff Comments <i>The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.L</p> <p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped</p>

				<p>extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			Staff Comments	<p><i>The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			Staff Comments	<p><i>This standard is not applicable. The multi-family residential development's proposed landscaping was reviewed and approved by the Planning & Zoning Commission through Design Review P18-010.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p> <ol style="list-style-type: none"> 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application. 2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: <ul style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. 3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways. 4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision. 5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of

			<p>disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			<p>Staff Comments <i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements including the Grading Plan associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.O Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.</p>
			<p>Staff Comments <i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements including the Drainage Plan, associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i></p>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Staff Comments	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Staff Comments	<i>No off-site improvements have been required for the condominium project.</i>

STAFF RECOMMENDATION

Staff recommends that the Ketchum City Council hold a public hearing and approve the Onyx at Leadville Residences Condominium Subdivision Preliminary Plat, subject to conditions 1-9 below.

RECOMMENDED MOTION

“I MOVE TO APPROVE THE ONYX AT LEADVILLE RESIDENCES CONDOMINIUM SUBDIVISION PRELIMINARY PLAT, WITH CONDITIONS 1-9.”

RECOMMENDED CONDITIONS

1. Approval of the Condominium Subdivision Preliminary Plat is subject to Design Review P18-005 and Building Permit B18-016. All conditions of approval shall apply. All City Department conditions shall be met prior to issuance of a Certificate of Occupancy for the project. All conditions as described in Tables 1 and 2 shall be met.
2. As noted in the City Engineer review comments dated October 9, 2019, the applicant shall include the following items on the Final Plat: (a) the 5 ft public utility easement as required pursuant to KMC §16.04.030.19, (b) certifications, (c) certificate of owner, (d) surveyor approval, and (e) agency approvals.
3. The Covenants, Conditions, and Restrictions (CC&R’s) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R’s.
4. The failure to obtain Final Plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void.
5. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
6. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:

- a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”
7. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
 8. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.
 9. Pursuant to KMC §16.04.060, the final plat shall not be signed by the City Clerk and recorded until the condominium has received: (a) a Certificate of Occupancy issued by the City of Ketchum and (b) completion of all Design Review elements as approved by the Planning & Zoning Administrator.

Exhibit A: Application



City of Ketchum
Planning & Building

**CERTIFIED
COMPLETE**
8-20-19

OFFICIAL USE ONLY	
Application Number	29-093
Date Received	8-20-19
By:	NA
Fee Paid	4200.00
Approved Date:	
By:	

Subdivision Application

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: The Onyx at Leadville Residences			
Owner of Record: J Peterman Development LLC			
Address of Owner: 2809 Curry Parkway, Madison, WI 53713			
Representative of Owner: Sean Flynn PE, Galena Engineering; 317 N. River St., Hailey, Idaho 83333			
Legal Description: Block 1A of Trail Creek Condominiums Amended : Blocks 1A and 2A			
Street Address: 341 South Leadville Avenue, Ketchum			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 8 Condominium Units			
Total Land Area: 0.37 Acres			
Current Zoning District: T, Tourist			
Proposed Zoning District: Same			
Overlay District: None			
TYPE OF SUBDIVISION			
Condominium <input checked="" type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input type="checkbox"/>
Adjacent land in same ownership in acres or square feet: None			
Easements to be dedicated on the final plat: None			
Briefly describe the improvements to be installed prior to final plat approval: Construction of Condominium Units			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
One (1) copy of current title report and owner's recorded deed to the subject property			
One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

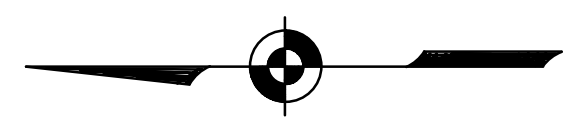
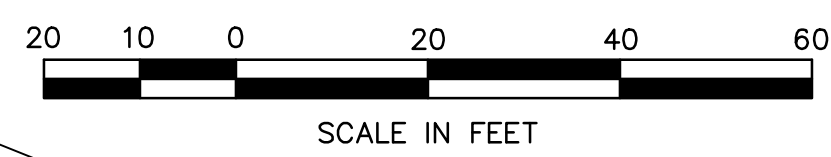
Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Sean Flynn with Galena Engineering 08/20/19
Applicant Signature Date

Exhibit B:
Condominium Subdivision
Preliminary Plat
dated August 2019

A CONDOMINIUM PLAT SHOWING
THE ONYX AT LEADVILLE RESIDENCE
 WHEREIN TRAIL CREEK CONDOMINIUMS AMENDED, BLOCK 1A IS SUBDIVIDED
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

AUGUST 2019

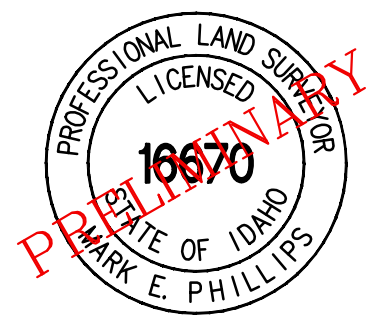
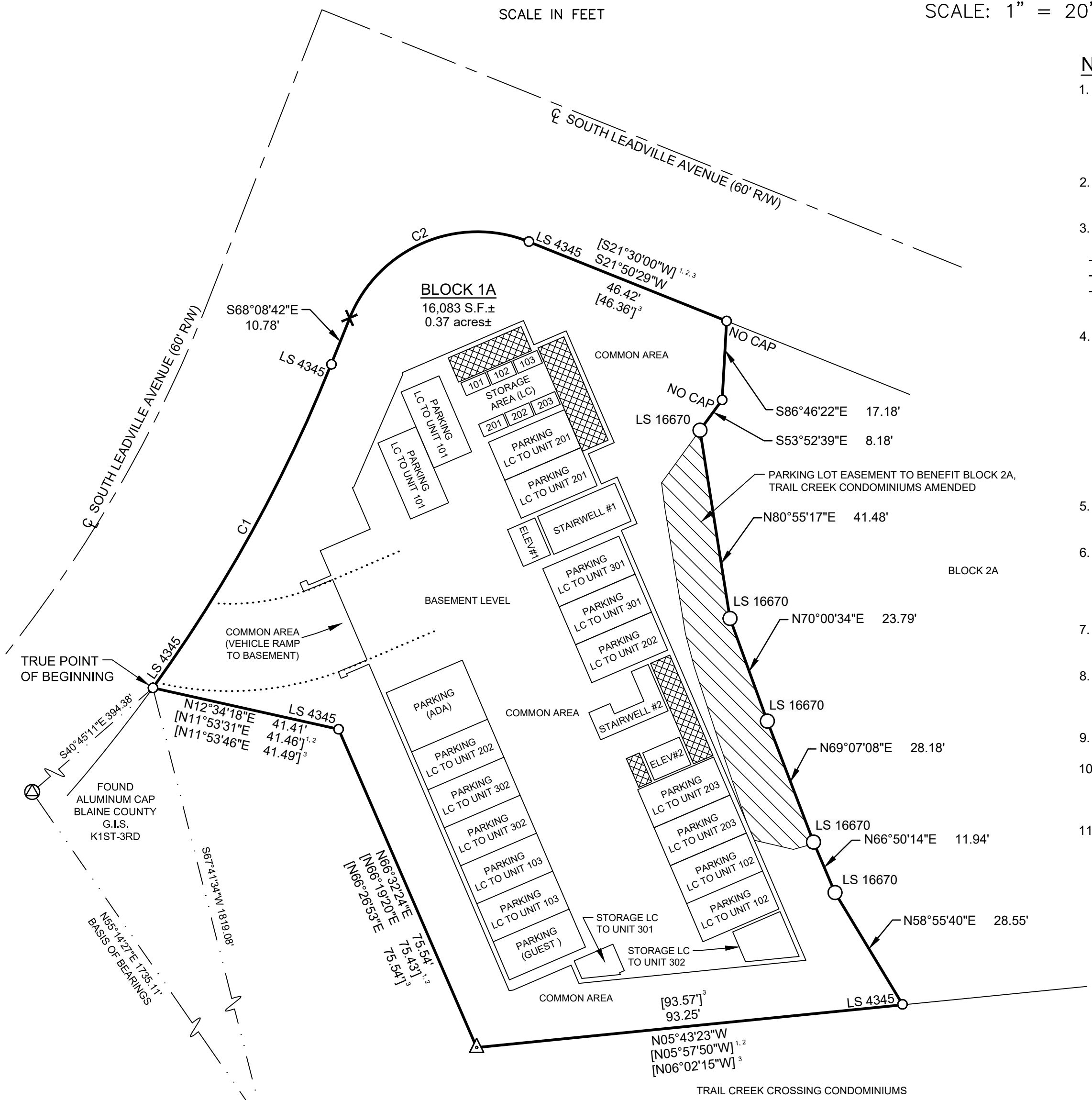


SCALE: 1" = 20'

- LEGEND**
- Property Line
 - - - Adjoiner's Lot Line
 - - - Right-of-Way Centerline
 - - - Unit Tie to True Point of Beginning
 - - - GIS Tie Line
 - Basement Parking Access
 - ▨ Parking Lot Easement to Benefit Block 2A Trail Creek Condominiums Amended
 - Found Aluminum Cap
 - Found 5/8" Rebar
 - Found 1/2" Rebar
 - ⊗ Found Magnail/Nail
 - ⊗ Found Chiseled X in Concrete
 - △ Calculated Point, Corner Not Set
 - [] Record Bearing & Distance with Document referenced by Number (See Notes)
 - ▨ Mechanical Rooms / Area
 - LC = Limited Common
 - FE = Finished Floor Elevation
 - CE = Ceiling Elevation

NOTES

1. REFER TO THE PLAT OF TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1A AND 2A RECORDED AS INSTRUMENT NUMBER 651978. REFER TO ORIGINAL PLAT OF TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT. NO. 521472. FOR ADDITIONAL NOTES, CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND OTHER ENCUMBRANCES.
2. THERE EXISTS A 5' PUBLIC UTILITY EASEMENT ON THE EXTERIOR PROPERTY LINE OF THIS LOT.
3. PREVIOUSLY RECORDED DOCUMENTS WITH RECORD BEARINGS & DISTANCES SHOWN INCLUDE:
 - 1. LEADVILLE SUBDIVISION, INSTRUMENT NUMBER 191260
 - 2. TRAIL CREEK CONDOMINIUMS, INSTRUMENT NUMBER 199464
 - 3. TRAIL CREEK CONDOMINIUMS AMENDED: BLOCKS 1 AND 2, INSTRUMENT NUMBER 521472
4. IN INTERPRETING THE DECLARATION, PLAT OR PLATS, AND DEEDS, THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED, OR RECONSTRUCTED IN LIEU THEREOF, SHALL BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCES BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS, AND/OR DEEDS, AND THE ACTUAL BOUNDARIES OF THE UNITS IN THE BUILDINGS.
5. DIMENSIONS SHOWN HEREON WILL BE SUBJECT TO SLIGHT VARIATIONS, OWING TO NORMAL CONSTRUCTION TOLERANCES.
6. HORIZONTAL OR SLOPING PLANES SHOWN HEREON ARE TOP OF FINISHED SUBFLOOR AND BOTTOM OF FINISHED CEILING: VERTICAL PLANES ARE FINISHED SURFACES OF INTERIOR WALLS. SOME STRUCTURAL MEMBERS EXTEND INTO UNITS, LIMITED COMMON AREAS AND PARKING SPACES.
7. CONSULT THE CONDOMINIUM DECLARATIONS FOR THE DEFINITION OF COMMON AND LIMITED COMMON AREA.
8. ALL AREA OUTSIDE OF UNITS THAT IS NOT DESIGNATED AS LIMITED COMMON IS COMMON AREA. AREAS OF "COMMON" OR "LIMITED COMMON" ARE SHOWN BY DIAGRAM.
9. BUILDING TIES ARE TO THE INTERIOR CORNERS OF UNIT WALLS.
10. UTILITY EASEMENTS NECESSARY TO ALLOW FOR ACCESS AND MAINTENANCE OF UTILITIES SERVING UNITS OTHER THAN THE UNIT THEY ARE LOCATED IN ARE HEREBY GRANTED BY THIS PLAT.
11. THIS PROPERTY FALLS WITHIN THE T, TOURIST ZONE.



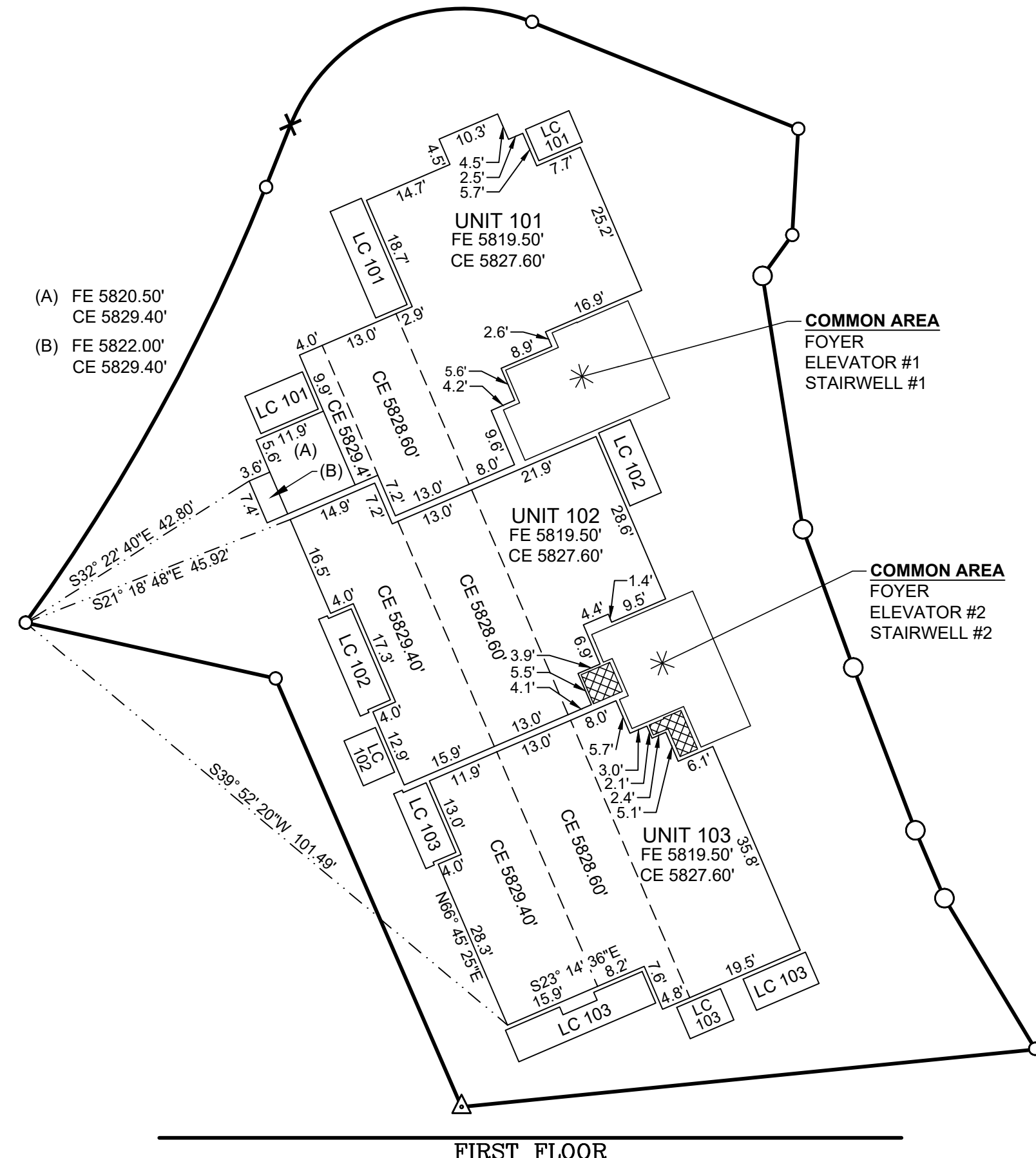
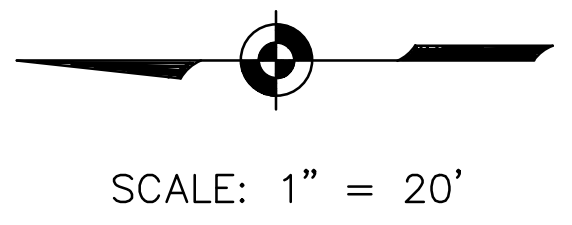
MARK E. PHILLIPS, PLS 16670

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD DIRECTION
C1	80.61'	330.00'	40.51'	13°59'45"	80.41'	S 61°08'51" E
[C1] ^{1,2}	[80.60'] ^{1,2}	[330.00'] ^{1,2}	[40.50'] ^{1,2}	[13°59'30"] ^{1,2}	[80.40'] ^{1,2}	[S 61°30'11" E] ^{1,2}
[C1] ³	[80.61'] ³	[330.00'] ³	[40.50'] ³	[13°59'42"] ³	[80.41'] ³	[S 61°29'20" E] ³
C2	47.12'	30.00'	29.99'	89°59'27"	42.42'	S 23°09'05" E
[C2] ^{1,2}	[47.12'] ^{1,2}	[30.00'] ^{1,2}	[30.00'] ^{1,2}	[90°00'00"] ^{1,2}	[42.43'] ^{1,2}	[S 23°30'00" E] ^{1,2}
[C2] ³	[47.12'] ³	[30.00'] ³	[29.99'] ³	[89°59'11"] ³	[42.42'] ³	[S 23°29'36" E] ³
C3	144.55'	283.20'	73.89'	29°14'44"	142.99'	S 07°13'06" W
[C3] ^{1,2}	[144.67'] ^{1,2}	[283.20'] ^{1,2}	[73.95'] ^{1,2}	[29°16'10"] ^{1,2}	[143.11'] ^{1,2}	[S 06°51'51" W] ^{1,2}
[C3] ³	[144.56'] ³	[283.20'] ³	[73.89'] ³	[29°14'47"] ³	[142.99'] ³	[S 06°52'37" W] ³

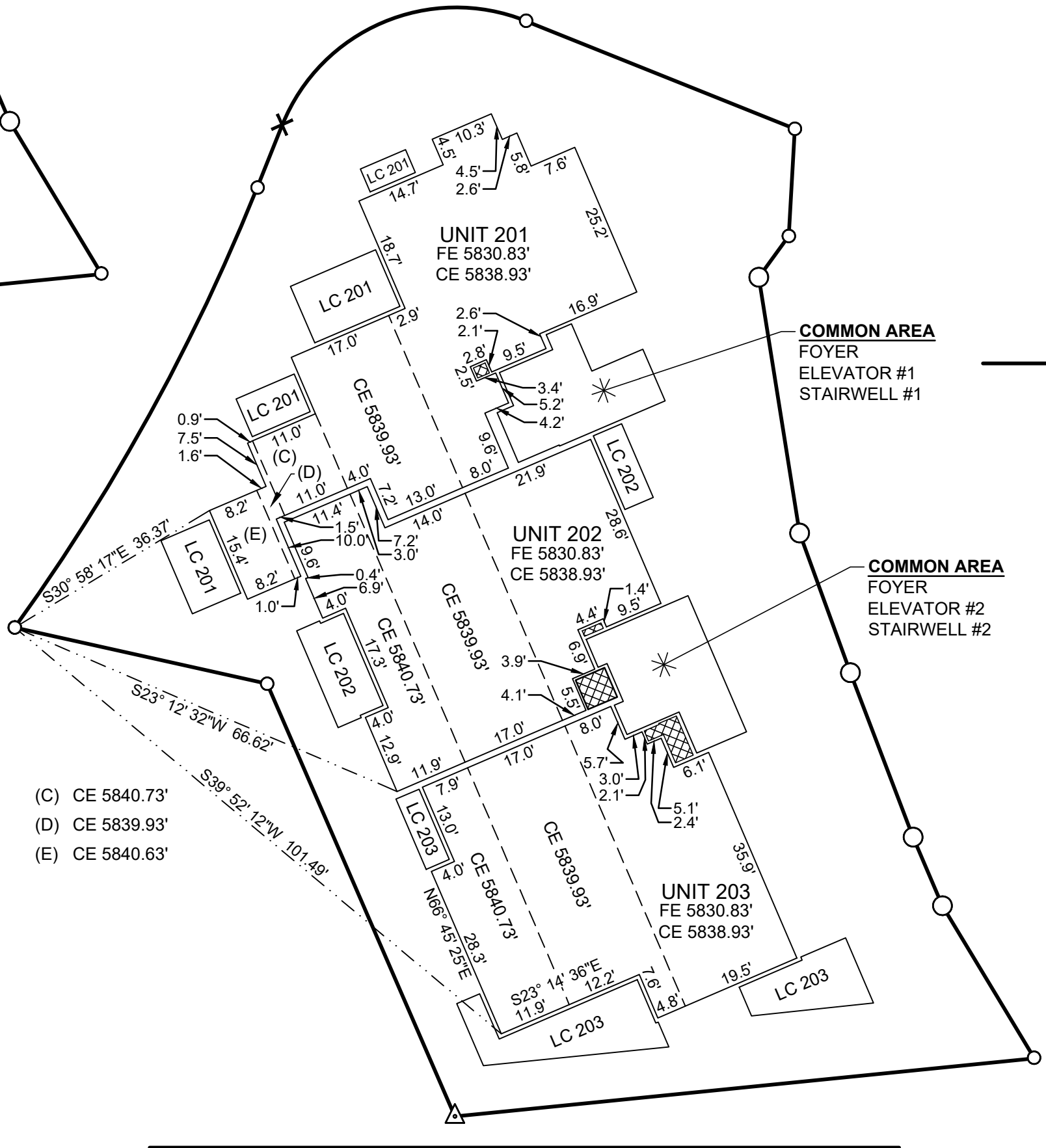
HEALTH CERTIFICATE: Sanitary restrictions as required by Idaho Code Title 50, Ch. 13, have been satisfied. Sanitary restrictions may be reimposed in accordance with Idaho Code Title 50, Ch. 13, Sec. 50-1326, by issuance of a Certificate of Disapproval.

Date _____ South Central Public Health District

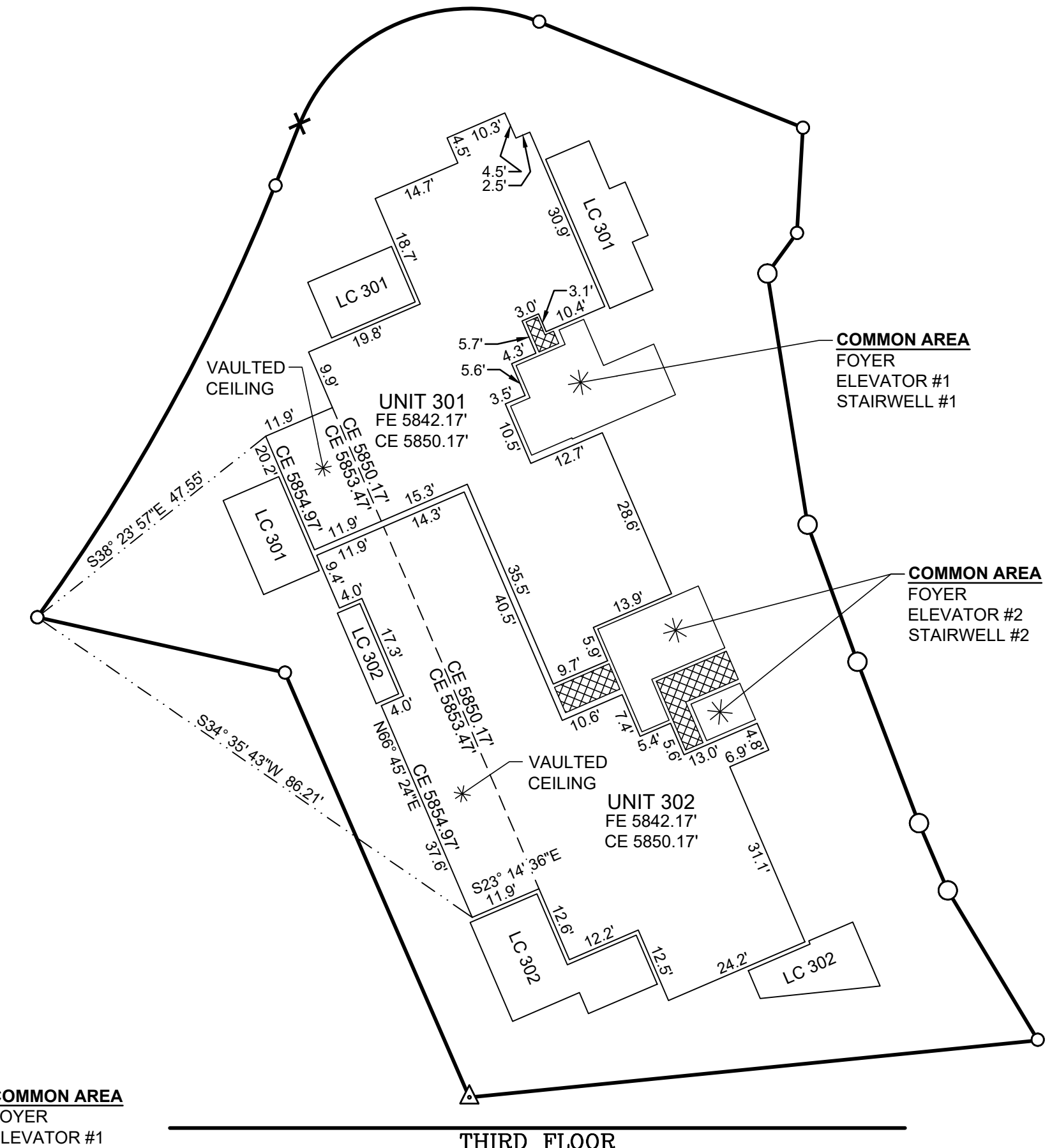
A CONDOMINIUM PLAT SHOWING THE ONYX AT LEADVILLE RESIDENCE



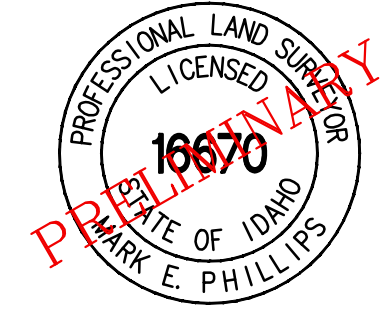
FIRST FLOOR



SECOND FLOOR



THIRD FLOOR



MARK E. PHILLIPS, PLS 16670

Exhibit C:
City Engineer
Review Comments



TO: City of Ketchum
FROM: Sherri Newland, PE
DATE: October 9, 2019
RE: Preliminary Plat Review – The Onyx at Leadville Residence

NO.	ITEM	PROVIDED	COMMENT
1	Subdivision Name tied to at least 2 corners	X	
2	Surveyor Stamp/certification	X	
3	Date	X	
4	Sheet Title and Preamble	X	
5	Basis of Bearing	X	
6	North Arrow	X	
7	Scale	X	
8	Plat Closure	X	
9	Total Area	X	
10	Monuments	X	
11	Land Corners	X	
13	Street Names & Width & Centerlines	X	
14	Easements – Utilities		Show 5' easement on Final Plat
15	Lot & Block Numbers	X	
16	Lot Dimensions	X	
17	Curve & Line Tables	X	
18	Certifications		Provide on final plat
19	Certificate of Owner		Provide on final plat
20	Surveyor Approval		Provide on final plat
21	Sanitary Restriction/Health Certificate	X	
22	Agency Approvals:		Provide on final plat
23	Public Dedication:	NA	
24	Common Areas:	X	
25	Legend	X	
26	Notes	X	
27	Condominium CC&R or CC&R reference		Provide copy of CC&R's to city
28	18" x 24" Mylar		Provide on final plat
29	Garages shown	X	

Exhibit D:
FAR Exceedance Agreement
(Contract #20171)

**FAR EXCEEDANCE AGREEMENT
CONTRACT #20171**

Parties:

City of Ketchum	"City"	Mailing: P.O. Box 2315, 480 East Ave. N., Ketchum, Idaho 83340
J Peterman Development, LLC	"Developer"	Mailing: 2809 Curry Parkway #10, Madison, WI 53713 Ketchum Physical Address: 341 S Leadville Ave. (Trail Creek Condominiums Amended: Block 1A)

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and J Peterman Development LLC, a property owner in the City of Ketchum.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 - Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into an FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

- 1. **Attestation of Developer.** Developer, by this Agreement, attests that Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.
- 2. **Waiver and Release of Claims.** Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially

challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.

3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
5. **Identification of Mitigation Property.** Developer, in good faith, identifies the following real property, which it intends to use to satisfy its mitigation requirement:

121 SHORT SWING LN A, Ketchum
Legal: ADP'S TOWNHOMES SUBLLOT 2
Parcel #: RPK02710000020W

The mitigation property shall be targeted for Blaine County Housing Authority Income Category 4 or above and shall be listed for sale through the Blaine County Housing Authority concurrent with the issuance of certificate of occupancy by the City for Developer's Project. Notwithstanding the foregoing, prior to issuance of a certificate of occupancy for the project, Developer may substitute the property identified above with other property of sufficient square footage, subject to approval, not to be unreasonably withheld, by the City and the Blaine County Housing Authority or may satisfy the mitigation requirement through in-lieu of fees, or a combination of substituted property and in lieu fees, so long as the mitigation measures set forth in Exhibit B are met. Any substitution or alternative mitigation shall occur through an amendment consistent with the amendment provision of this Agreement.

6. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
7. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
8. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.

9. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
10. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
11. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail, certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.
12. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
13. **Waiver:** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
14. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

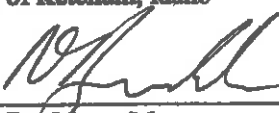
DATED THIS 21ST DAY OF MAY, 2018.

Developer
J Peterman Development LLC



Adam DiPiazza, Member

City of Ketchum, Idaho



Neil Bradshaw, Mayor

Attest:



Robin Crotty, City Clerk

FAR Exceedance Agreement - 3
Contract #20171

Exhibit A**17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:**

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in chapter 17.08 of this title may exceed the floor area listed in the table below subject to section 17.124.050 of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
T	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
CC	1.0	2.25

B. Inclusionary Housing Incentive:

1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the

calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.

- c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.
- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
- e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
- f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
- (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
- g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
- (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or

(3) Other proposals and options as approved by the city council.

3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

Exhibit B

EXCEEDANCE AGREEMENT COMPLIANCE

PROJECT: The Onyx at Leadville Residential Project

FILE NUMBER: 18-005

DEVELOPER: J Peterman Development, LLC

REPRESENTATIVE: Hollis Rumpeltes Architects, AIA

REQUEST: Design Review approval for eight (8) new multi-family residential units and associated site improvements.

LOCATION: 341 S. Leadville Avenue
(Trail Creek Condominiums Amended: Block 1A)

ZONING: Tourist (T)

BACKGROUND:

1. The applicant is proposing to construct a three-story, multi-family residential building containing eight (8) residential units and eighteen (18) underground parking spaces with associated site improvements.
2. The subject property is located in the Tourist (T) Zoning District and is located at 341 S. Leadville Avenue (Trail Creek Condominiums Amended: Block 1A).
3. The applicant is proposing to construct a multi-family residential building, which will have a total square footage of 19,888 gross square feet, and a Floor Area Ratio (FAR) of 1.2 (19,888 sq ft/16,092 sq ft).
4. As a condition of Design Review approval, the project shall comply with the requirements of Ketchum City Code §17.124.040 as adopted on the date a building permit is submitted for the project.
5. The Planning and Zoning Commission approved the Design Review application for the Onyx at Leadville residential project on February 12th, 2018. Building Permit plans must conform to the approved Design Review plans unless otherwise approved in writing by the Planning and Zoning Commission or Administrator.

Table 1. EXCEEDANCE ANALYSIS

Yes	No	N/A	Regulation											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17.124.040	<p align="center">Floor Area Ratios and Community Housing</p> <p>The project shall comply with the requirements of Ketchum City Code §17.124.040 as adopted on the date a building permit is submitted for the project.</p> <p>Permitted in Tourist (T) Zoning District Permitted Gross FAR: 0.5 Inclusionary Housing Incentive: 1.6</p> <p>Proposed FAR: 1.2 (19,888 sq ft/16,092 sq ft)</p> <p>Gross Floor Area (sq ft)</p> <table border="1"> <tr> <td>Basement</td> <td>N/A</td> </tr> <tr> <td>First-Floor</td> <td>7,173</td> </tr> <tr> <td>Second-Floor</td> <td>6,729</td> </tr> <tr> <td>Third-Floor</td> <td>5,986</td> </tr> <tr> <td>Total</td> <td>19,888</td> </tr> </table> <p>Community Housing CH incentive: The applicant shall provide 2,013 square feet of community housing either on-site or elsewhere within the City of Ketchum or pay a fee in-lieu.</p> <ol style="list-style-type: none"> Increase in sq ft above FAR = 11,842 sq ft (19,888 sq ft– 8,046 sq ft) 20% of CH incentive to be deed restricted or pay fee in lieu: 2,368 sq ft: (11,842 sq ft · .20 = 2,368 sq ft) Reduced by 15% to account for circulation, mechanical, etc.: 2,013 sq ft: (2,368 sq ft · .85 = 2,013 sq ft) <p>The applicant shall provide 2,013 sq ft community housing unit or pay a fee in-lieu of \$479,094. The applicant has identified an acquired property to satisfy the mitigation requirement:</p> <p align="center">121 SHORT SWING LN A Legal: ADI'S TOWNHOMES SUBLOT 2 Parcel #: RPK0271000020</p> <p>The mitigation property shall be targeted for Blaine County Housing Authority Income Category 4 or greater and shall be listed for sale through the Blaine County Housing Authority concurrent with the issuance of certificate of occupancy by the City for Developer's Project.</p>	Basement	N/A	First-Floor	7,173	Second-Floor	6,729	Third-Floor	5,986	Total	19,888
Basement	N/A													
First-Floor	7,173													
Second-Floor	6,729													
Third-Floor	5,986													
Total	19,888													

Exhibit E:
Draft
Findings of Fact
and
Conclusions of Law



City of Ketchum
Planning & Building

IN RE:)	
)	
Onyx at Leadville Residences)	KETCHUM CITY COUNCIL
Condominium Subdiviison Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
Date: October 21, 2019)	DECISION
)	
File Number: 19-093)	

Findings Regarding Application Filed

PROJECT: Onyx at Leadville Residences Condominium Subdivision Preliminary Plat

FILE NUMBER: P19-093

ASSOCIATED PERMITS: Pre-Application Design Review 17-090, Design Review 18-005, Lot Line Shift P18-010, Building Permit 18-016

OWNERS: J Peterman Development LLC

REPRESENTATIVE: Sean Flynn PE, Galena Engineering

REQUEST: Preliminary Plat to create eight condominium units within a multi-family residential development currently under construction

LOCATION: 341 S Leadville Avenue (Trail Creek Condominiums: Block 1A)

NOTICE: A public hearing notice was mailed to all property owners within 300 ft of the development site and political subdivision on October 2nd, 2019. The public hearing notice was published in the Idaho Mountain Express on October 2nd, 2019.

ZONING: Tourist (T)

OVERLAY: None

Findings Regarding Associated Development Applications

The subject property, Block 1A of Trail Creek Condominiums Amended, is located at the northwest corner of S Leadville Avenue and Onyx Street within the Tourist (T) Zoning District. Currently under construction, the Onyx at Leadville Residences project is a three-story, 19,888 gross sq ft, multi-family residential building containing eight dwelling units and 18 underground parking spaces.

The Planning & Zoning Commission approved the Design Review (P18-005) for the project on February 12th, 2019. Consistent with condition of approval #12 of Design Review P18-005, the applicant received approval for a Lot Line Shift application (P18-010) to adjust the recorded lot lines for Blocks 1 and 2 of the Trail Creek Condominiums Amended Subdivision. The adjustment moved the shared boundary line to expand Block 1 in order to accommodate the underground parking garage proposed within the Onyx at Leadville building. The lot line readjustment also incorporated a new parking lot easement to benefit the adjacent Trail Creek

Condominiums on Block 2A. In accordance with Ketchum Municipal Code (KMC) §17.124.040 and memorialized through FAR Exceedance Agreement (Contract 20171), the applicant secured an off-site dwelling unit to satisfy the community housing contribution for the associated increase above the permitted FAR.

The Planning & Building Department issued a Building Permit (B18-016) for the construction of the new multi-family residential development in May of 2018. All eight dwelling units within the building were designed and intended to be condominium units.

Findings Regarding City Department Comments

City Departments including Fire, Utilities, Building, and Streets have reviewed the Condominium Subdivision and have no comments or concerns regarding the proposed Preliminary Plat. All City Department standards as well as required ROW improvements were vetted and reviewed through the Design Review and Building Permit processes. Prior to issuance of a Certificate of Occupancy for the building, City Departments will conduct final inspections to ensure compliance with all conditions and requirements. City Engineer review comments have been included as Exhibit C to the Staff Report. The Planning and Zoning Commission held a site visit and unanimously recommended approval of the Preliminary Plat application to the City Council on October 14th, 2019.

Findings Regarding Condominium Subdivision Procedure (KMC §16.04.060)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Many standards are related to the design and construction of multiple new lots that will form new blocks and infrastructure, such as streets that will be dedicated to and maintained by the City. The standards for certain improvements (KMC §16.04.040) including street, sanitary sewage disposal, planting strip improvements are not applicable to the subject project as the application proposes to subdivide a building currently under construction into eight condominium units. The request to subdivide meets all applicable standards for Condominiums Preliminary Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations. The Condominium Subdivision Preliminary Plat does not change the proposed residential use or alter the proposed development as reviewed and approved through Design Review P18-005 and Building Permit B18-016.

The first step in the condominium platting process is Preliminary Plat review and to receive a recommendation from the Planning and Zoning Commission. The Planning and Zoning Commission held a site visit and unanimously recommended approval of the Preliminary Plat application to the City Council on October 14th, 2019. After receiving a recommendation for approval and upon commencement of construction, the Preliminary Plat application is forwarded to the City Council for review and approval. After City Council approval of the Preliminary Plat, the subdivider may submit an application for Final Plat. City Council, however, shall not review or approve the Final Plat until a Certificate of Occupancy has been issued for the building and all design review elements have been installed.

Table 1: Findings Regarding Condominium Preliminary Plat Requirements

Condominium Preliminary Plat Requirements				
Compliant			Standards and City Council Findings	
Yes	No	N/A	City Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.060.B	The subdivider of the condominium project shall submit with the preliminary plat application a copy of the proposed bylaws and condominium declarations of the proposed condominium development. Said documents shall adequately provide for the control and maintenance of all common areas, recreational facilities and open space.

			City Council Findings	<i>Draft CC&Rs and Articles of Incorporation for the property owner association have been submitted by the applicant and are included in the project file. The CC&Rs address maintenance of the building and common areas.</i>
☒	☐	☐	16.04.060.D	All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular condominium units. No garage may be condominiumized or sold separate from a condominium unit.
			City Council Findings	<i>All underground garage parking spaces have been designated as Limited Common Area tied to a specific condominium unit.</i>
☒	☐	☐	16.04.060.E	Adequate storage areas shall be provided for boats, campers and trailers, as well as adequate interior storage space for personal property of the resident of each condominium unit.
			City Council Findings	<i>Storage areas for certain units have been designated as limited common area within the underground parking garage. A storage locker area has also been included within basement floor plan and is designated as common area on the Preliminary Plat.</i> <i>All eight residential condominium units provide adequate interior storage space for personal property.</i>
☒	☐	☐	16.04.060.F	A maintenance building or room shall be provided of adequate size and location for the type and size of the condominium project for storage of maintenance equipment and supplies for common areas.
			City Council Findings	<i>The architectural plans approved with the Building Permit correspond to the Preliminary Plat and include a maintenance and mechanical room, trash area, and mechanical or storage lockers in the basement, which have been designated as Common Area on the preliminary plat.</i>
				<p>Basement/Parking Plan as approved with Building Permit B18-016 (Sheet A0.12)</p>
☒	☐	☐	16.04.060.G	The subdivider shall dedicate to the common use of the homeowners adequate open space of such shape and area usable and convenient to the


				<p>residents of the condominium subdivision. Location of building sites and common area shall maximize privacy and solar access.</p> <p>City Council Findings <i>All proposed units include outdoor terraces, patios, and balconies, which have been designated as limited common area on the Preliminary Plat. The site plan as approved through Design Review P18-005 also includes walkways for pedestrian circulation, which have been designated as common area for the development.</i></p>  <p><i>Exterior 3D Model Views (Sheet A0.7)</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>16.04.060.H</p> <p>All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by condominium subdivisions.</p> <p>City Council Findings <i>All other provisions of Title 16, Title 17, and applicable City ordinance, rules, and regulations have been reviewed and approved through the Design Review and Building Permit application processes.</i></p>	

Table 2: Findings Regarding Preliminary Plat Requirements

Preliminary Plat Requirements				
Compliant			Standards and City Council Findings	
Yes	No	N/A	City Code	City Standards and <i>City Council Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	<p>The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.</p> <p>City Council Findings <i>The application has been reviewed and determined to be complete.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I	<p>Contents Of Preliminary Plat: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application.</p> <p>City Council Findings <i>All required materials for the Preliminary Plat application have been submitted.</i></p>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .1	<p>The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:</p> <p>The scale, north point and date.</p>

			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .2	The name of the proposed subdivision, which shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .4	Legal description of the area platted.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			City Council Findings	<i>This standard has been met. Adjacent Trail Creek Condominiums is referenced within the parking lot easement description.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .6	A contour map of the subdivision with contour lines and a maximum interval of five feet (5') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			City Council Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I 7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			City Council Findings	<i>This standard has been met. The parking lot easement as incorporated through the Readjustment of Lot Lines Procedure (P18-010) as well as the adjacent street S Leadville Avenue has been indicated on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .8	Boundary description and the area of the tract.
			City Council Findings	<i>The legal description appears on the proposed plan and references the tract, which is within Section 18, T.4 N., R.18 E., B.M., City of Ketchum, Blaine County, Idaho.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .9	Existing zoning of the tract.
			City Council Findings	<i>As conditioned, the Preliminary Plat will meet this standard. The Tourist zoning designation was not included and will be required to be added to the Preliminary Plat prior to forwarding the application to City Council for review.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			City Council Findings	<i>As conditioned, the Condominium Subdivision will meet this standard. No new streets or blocks are proposed as the Preliminary Plat proposes to subdivide a multi-family residential building currently under construction into eight condominium units and does not create new lots. As noted within the City Engineer Review Comments included as Exhibit C to the Staff Report, the applicant shall indicate the required 5 ft utility easement on the Final Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.

			City Council Findings	<i>Common areas and limited common areas are designated on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			City Council Findings	<i>The civil drawings (C1.0 & C2.0) approved with Building Permit B18-016 correspond to the Preliminary Plat and include specifications for the proposed sidewalk, curb, and gutter as well as drywells.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .13	The direction of drainage, flow and approximate grade of all streets.
			City Council Findings	<i>Not applicable. All streets are existing.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			City Council Findings	<i>Not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .15	All percolation tests and/or exploratory pit excavations required by state health authorities.
			City Council Findings	<i>At this time, no state health authority has required this condition. Notice of this subdivision has been mailed to all outside agencies.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .16	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			City Council Findings	<i>Draft documents have been submitted and are included in the project record.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .17	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			City Council Findings	<i>This standard is not required because the development is located within an existing platted subdivision—Trail Creek Condominiums Amended, which is recorded with Blaine County and serves as a vicinity map for reference.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .18	The boundaries of the floodplain, floodway and avalanche zoning district shall also be clearly delineated and marked on the preliminary plat.
			City Council Findings	<i>There is no floodplain, floodway, or avalanche zone within the proposed Condominium Subdivision. The floodplain associated with Trail Creek is located to the west of the existing Trail Creek Condominiums Development.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .19	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			City Council Findings	<i>This standard is not applicable as the Preliminary Plat proposes to subdivide a multi-family residential building currently under construction into eight condominium units and does not create new lots.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .20	Lot area of each lot.
			City Council Findings	<i>This standard is not applicable. No new lots are being created as the proposed subdivision is a condominium plat.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.I .21	Existing mature trees and established shrub masses.
			City Council Findings	<i>Not applicable. Proposed landscaping for the project was reviewed and approved by the Planning & Zoning Commission through Design Review P18-005.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .22	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.
			City Council Findings	<i>A Lot Book Guarantee has been submitted with the subdivision application and has been included in the project record.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I .23	Three (3) copies of the preliminary plat shall be filed with the administrator.
			City Council Findings	<i>A digital copy for reproduction was submitted with the application. Therefore, Staff required only one (1) full size copy of the preliminary plat.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			City Council Findings	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			City Council Findings	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds

				<p>the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.</p>
			City Council Findings	<p>All required improvements shall be installed prior to issuance of a Certificate of Occupancy for the project. The Streets Department and City Engineer shall conduct a final inspection prior to issuance of a Certificate of Occupancy for the project to ensure compliance with all applicable standards and regulations. Prior to Ketchum City Council review of the Condominium Subdivision Final Plat, the applicant must obtain a Certificate of Occupancy for the development.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.D	<p>As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			City Council Findings	<p>All required improvements shall be installed prior to issuance of a Certificate of Occupancy for the project. The Streets Department and City Engineer shall conduct a final inspection prior to issuance of a Certificate of Occupancy for the project to ensure compliance with all applicable standards and regulations. Prior to Ketchum City Council review of the Condominium Subdivision Final Plat, the applicant must obtain a Certificate of Occupancy for the development.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			City Council Findings	<p>Monumentation shall occur following completion of required improvements and prior to City Council review of the Final Plat.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for

			<p>the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following:</p> <ul style="list-style-type: none"> a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. <p>3. Corner lots shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.</p> <p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts. Should a double frontage lot(s) be created out of necessity, then such lot(s) shall be reversed frontage lot(s).</p> <p>6. Minimum lot sizes in all cases shall be reversed frontage lot(s).</p> <p>7. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat.</p>
			<p>City Council Findings</p> <p><i>Not applicable. This standard is not applicable as the Preliminary Plat proposes to subdivide a multi-family residential building currently under construction into eight condominium units and does not create new lots.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>16.04.040.G</p> <p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ul style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features.

				<p>4. Corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.</p>
			City Council Findings	<p><i>Not applicable. This standard is not applicable as the Preliminary Plat proposes to subdivide a multi-family residential building currently under construction into eight condominium units and does not create new lots or blocks.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H	<p>Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land; 2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified; 3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features; 4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods; 5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing; 6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated; 7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended; 8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line; 9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°); 10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;

				<p>11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;</p> <p>12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;</p> <p>13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the commission before submitting same to council for preliminary plat approval;</p> <p>14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;</p> <p>15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;</p> <p>16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;</p> <p>17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;</p> <p>18. Street lighting may be required by the commission or council where appropriate and shall be installed by the subdivider as a requirement improvement;</p> <p>19. Private streets may be allowed upon recommendation by the commission and approval by the council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section;</p> <p>20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the administrator and shall be consistent with the type and design of existing street signs elsewhere in the city;</p> <p>21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;</p> <p>22. Sidewalks, curbs and gutters may be a required improvement installed by the subdivider; and</p> <p>23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights of way unless approved by the city council.</p>
			City Council Findings	<i>This proposal does not create new street, private road, or bridge. Sidewalks, curb, and gutter are required to be installed and the associated civil drawing have been reviewed and approved through review of the Building Permit B18-016.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	Alley Improvement Requirements: Alleys shall be provided in business, commercial and light industrial zoning districts. The width of an alley shall be

				not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be prohibited. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			City Council Findings	<i>This standard is not applicable as the proposed condominium is located in a residential neighborhood and alleys are not required to be provided.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J	<p>Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands.</p> <p>1. A public utility easement at least ten feet (10') in width shall be required within the street right of way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the city engineer to be necessary for the provision of adequate public utilities.</p> <p>2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.</p> <p>3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an existing pedestrian easement, the council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.</p> <p>4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.</p> <p>5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.</p> <p>6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the city.</p>
			City Council Findings	<i>As noted in the City Engineer review comments attached as Exhibit C, the applicant shall include the required 5 ft utility easement on the Final Plat. As conditioned, the subdivision shall meet this standard.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.K	Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage

				<p>treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the city engineer, council and Idaho health department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho department of health and the council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.</p>
			City Council Findings	<i>The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.L	<p>Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the city under the supervision of the Ketchum fire department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the municipal water system and shall meet the standards of the following agencies: Idaho department of public health, Idaho survey and rating bureau, district sanitarian, Idaho state public utilities commission, Idaho department of reclamation, and all requirements of the city.</p>
			City Council Findings	<i>The Utilities Department reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	<p>Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.</p>
			City Council Findings	<i>This standard is not applicable. The multi-family residential development's proposed landscaping was reviewed and approved by the Planning & Zoning Commission through Design Review P18-010.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N	<p>Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following:</p>

				<p>1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or council as part of the preliminary plat application.</p> <p>2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information:</p> <ul style="list-style-type: none"> a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the administrator, commission or council to adequately review the affect of the proposed improvements. <p>3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.</p> <p>4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be allocated for open space for the benefit of future property owners within the subdivision.</p> <p>5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.</p> <p>6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply:</p> <ul style="list-style-type: none"> a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American standard testing methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth
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				(1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			City Council Findings	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements including the Grading Plan associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.O	Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the city on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			City Council Findings	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements including the Drainage Plan, associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.P	Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			City Council Findings	<i>City Departments, including Planning, Building, Fire, Streets, City Engineer, and Utilities, reviewed all required improvements associated with the multi-family residential development and approved the project or approved the project subject to conditions through the Design Review P18-005 and Building Permit B18-016 review processes.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Off Site Improvements: Where the offsite impact of a proposed subdivision is found by the commission or council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			City Council Findings	<i>No off-site improvements have been required for the condominium project.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Condominium Subdivision Preliminary Plat application for the development and use of the project site.
2. The Commission has authority to hear the applicant’s Condominium Subdivision application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.
2. The Condominium Subdivision Preliminary Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.060 of Ketchum Municipal Code Chapter 16.04.
3. The proposed Condominium Subdivision for the Onyx at Leadville Residences meets the standards for Preliminary Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Condominium Subdivision Preliminary Plat application this Monday, October 21st, 2019 subject to the following conditions:

CONDITIONS OF APPROVAL

1. Approval of the Condominium Subdivision Preliminary Plat is subject to Design Review P18-005 and Building Permit B18-016. All conditions of approval shall apply. All City Department conditions shall be met prior to issuance of a Certificate of Occupancy for the project. All conditions as described in Tables 1 and 2 shall be met.
2. As noted in the City Engineer review comments dated October 9, 2019, the applicant shall include the following items on the Final Plat: (a) the 5 ft public utility easement as required pursuant to KMC §16.04.030.19, (b) certifications, (c) certificate of owner, (d) surveyor approval, and (e) agency approvals.
3. The Covenants, Conditions, and Restrictions (CC&R’s) shall be simultaneously recorded with the final plat, and the City will not now, nor in the future, determine the validity of the CC&R’s.
4. The failure to obtain Final Plat approval by the Council, of an approved preliminary plat, within one (1) year after approval by the Council shall cause all approvals of said preliminary plat to be null and void.
5. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
6. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder’s office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as “parcel”;
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as “road”; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as “control”

7. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a “.dwg”, “.dgn” or “.shp” format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
8. The applicant shall provide a copy of the recorded Final Plat to the Planning and Building Department for the official file on the application.
9. Pursuant to KMC §16.04.060, the final plat shall not be signed by the City Clerk and recorded until the condominium has received: (a) a Certificate of Occupancy issued by the City of Ketchum and (b) completion of all Design Review elements as approved by the Planning & Zoning Administrator.

Findings of Fact **adopted** this 21st day of October, 2019

Suzanne Frick
City Administrator



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution 19-024 Adopting Fees and Fee Schedules for All City Departments

Recommendation and Summary

Staff is recommending the Council adopt Resolution 19-024 adopting a revised fee schedule for the City of Ketchum with the following motion:

"I move to adopt Resolution 19-024 adopting fees and fee schedules for all City departments."

The reasons for the recommendation are as follows:

- The City budget includes a 4.9% increase to both water and wastewater rates to provide resources to operate and maintain the system in a state of good repair.
- The City would like to implement a block party application fee.

Introduction and History

Fees charged by the City are established via a resolution of the City Council. Resolution 15-018 established the first citywide fee resolution for the City of Ketchum. The fee resolution has been periodically updated to add new fees or modify existing ones.

Analysis

As part of the FY 20 budgeting process, City staff reviewed the water and wastewater funds and the operational and capital needs of each fund. Given the need to maintain a state of good repair in the systems, and recent cost escalation, the need to raise rates in each fund to keep pace with inflation is clear.

Additionally, City staff would be seeking authority to implement a new block party application fee. The fee is lower than the existing street party application fee.

Financial Impact

The Water fund is anticipated to receive approximately \$100,000 in additional revenue as a result of the proposed changes. The Wastewater fund is anticipated to receive approximately \$100,000 in additional revenue as a result of the proposed changes.

Attachments

- Attachment A: Resolution 19-024
- Attachment B: Redline of Fee Resolution

RESOLUTION NUMBER 19-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24th, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on October 21, 2019, through Resolution 19-024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

Section 1: Planning and Building Department Fees

TABLE 1-A BUILDING PERMIT AND PLAN CHECK FEES

TOTAL VALUATION¹	FEE
\$1.00 to \$500.00	\$24.50
\$501.00 to \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof
PLAN CHECK FEES	
Plan Check Fee:65% of Permit Fee	
P&Z Plan Check Fee: 70% of Plan Check Fee	
Fire Department Plan Check Fee: Same as P&Z Plan Check Fee	
OTHER INSPECTIONS AND FEES:	
1. Inspections outside of normal business hours \$60 per hour ² (minimum charge--two hours)	
2. Re-inspection fees assessed under provisions of Section 109.7 \$60 per hour ²	
3. Inspections for which no fee is specifically indicated\$60 per hour ² (minimum charge--one-half hour)	
4. Additional and partial inspections above the minimum required by the building codes may be charged. \$60 per hour ² (minimum charge—one hour)	
5. Additional plan review required by changes, additions or revisions to plans\$60 per hour ² (minimum charge--one-half hour)	
6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge) \$100 ²	
7. For use of outside consultants for plan checking and inspections, or both Actual costs ³	
8. Penalty for commencement of work without a building permit \$1,000 (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030)	
9. Deferred submittals, per each submittal25% of Plan review fee	
10. Temporary Certificate of Occupancy (non-refundable).\$1,000	
11. Alternative Energy System Installation\$100 ⁴	
11. Demolition Fee. \$150 ⁵	
12. Administrative Review Fee\$190 per day	
NOTES TO TABLE 1-A	
¹ Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project.	
² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
³ Actual costs include administrative and overhead costs.	
⁴ Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4.	
⁵ A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.	

BUILDING PERMIT AND REVIEW FEE POLICIES

Administrative Review Fee. An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

Expiration of an Inactive Building Permit. Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

Fees for re-roofs. A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

Fees for repairs. Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

Fire Department Review. Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

Incomplete construction documents. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

Issuance of a Building Permit. A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

Payment of Fees. On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

Penalty for Commencement of Work without a Building Permit. This penalty shall be assessed in in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

Planning Department Review, Inspection and Fees. Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

Plan Review Fees. When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

Security Agreements. A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

Temporary Certificate of Occupancy. A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

Waiver of Fees as an Economic Development Incentive. Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

TABLE 1-B PLANNING & ZONING FEE SCHEDULE	
APPLICATION TYPE	FEE (\$)
DESIGN REVIEW	
Pre-application	\$1,100
Single Family Residential Design Review	\$1,400
Multi-Family Residential Design Review	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Design Review	\$1,525 plus \$100 per 1,000 gross sq. ft.
Accessory Dwelling Unit Design Review	\$450
Minor Modification Design Review - Administrative	\$250
Hotel Pre-Application	\$0.10/sq. ft.
Hotel Design Review (not phased)	\$0.32/sq. ft.
Hotel Phasing Design Review	2 Phase= 1: \$0.16/sq. ft. 2: \$0.16/sq. ft.
	3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft
SUBDIVISION	
Land Subdivision: Preliminary Plat	\$1,300/lot
Condo/Townhouse Subdivision: Preliminary Plat	\$525/unit
Subdivision: Final Plat	\$375/lot or unit
PUD	\$4,300 first 4 units/lots, \$1500 each additional
Lot Line Shift	\$475 per altered lot
Vacation	\$1,615
FLOODPLAIN DEVELOPMENT PERMITS	
Streambank Alteration and Emergency Streambank Alteration Permit	\$250 plus applicable consultant review expenses
Single Family Residential Floodplain Permit	\$1,400
Multi-Family Residential Floodplain Permit	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Floodplain Permit	\$1,525 plus \$100 per 1,000 gross sq. ft.
Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, landscape/riparian only	\$250
OTHER PERMITS	
Sign	\$125
Fence	\$100
Day Care facility	\$300
Conditional Uses (except Day Care Facilities)	\$1,100
Variance	\$1,100
Appeals	\$2,175 (+ cost of transcript if required)
Off-Site Vendor	\$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom.
Grading	\$125
Hotel PUD	\$0.48/sq. ft.
Snow Storage Permit – Neighborhood	\$75
Snow Storage Permit – Commercial	\$125
Snow Storage Permit – Conditional Use Permit	\$250
CHANGES/AMENDMENTS/WCF'S	
Comprehensive Plan Change	\$1,925
Zoning Code Revision	\$1,925
Zone Change Request	\$1,925

WCF Master Plan/WCF Permit/Staff approval	\$525/\$525/\$225
Development Agreement Rezone	\$2,900, subject to development agreement
Development Agreement (non-rezone)	\$1,900, subject to development agreement
Residential Annexation	\$5,688 per unit, subject to annexation agreement
Commercial Annexation	\$12,655 per 1000 square feet, subject to annexation agreement
Amendment to Development Agreement	\$750
Miscellaneous Fees and Changes	
Consultant Review Fee	100% of actual costs incurred by City
Community Housing In-lieu Fee	\$238 per square foot
Parking In-lieu Fee	\$38,500 per parking space

C. IMPACT FEES

TABLE 1-C.1 DEVELOPMENT IMPACT FEES				
	Fire	Parks	Police	Streets
Single Family	\$2,092	\$,1047	\$104	\$4,492
Multi Family/unit	\$1,616	\$809	\$80	\$3,471
Commercial	\$.454/sf	\$0	\$.022/sf	\$.968/sf

TABLE 1-C.2 WATER IMPACT FEES	
	Impact Fee
1" Standard Meter	\$3,015
1.5" Standard Meter	\$6,783
1.5" Turbo Meter	\$6,783
2" Standard Meter	\$12,059
2" Turbo Meter	\$12,059
2" Compound Meter	\$12,059
3" Standard Meter	\$27,133
4" Standard Meter	\$48,236

TABLE 1-C.3 SEWER IMPACT FEES	
	<u>Equivalent Connection Unit</u>
Single Family	\$3,205
Studio, Condo, Duplex	\$1,602
1 Bed Studio, Condo, Duplex	\$2,403
2 Bed Studio, Condo, Duplex	\$3,205
3 Bed Studio, Condo, Duplex	\$4,006
Hotel Room	\$1,602
Bar or Restaurant	\$8.01/sf
Office, Retail, Lt. Ind.	\$1.60/sf
Warehouse	\$.27/sf

Section 2: Fire Department Fees

TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE	
<u>Permits Required Under the 2012 International Fire Code Section 105</u>	
a.1.	<p>Automatic fire alarm system. Plan checks, inspections and acceptance testing of required fire alarm systems.</p> <p>Permit Plan Check Fee: \$55.00 per hour Inspections and Testing Fee: \$55.00 per hour</p>
a.2.	<p>Automatic fire sprinkler system. Plan checks, inspections and acceptance testing of required fire sprinkler systems.</p> <p>Permit Plan Check Fee: \$75.00 per riser plus \$.50 per head Inspections and Testing Fee: \$55.00 per hour</p>
c.l	<p>Carnivals and Fairs. An operational permit is required to conduct a carnival or fair.</p> <p>Permit Fee: \$75.00</p>
c.2.	<p>Compressed gases. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8.</p> <p><u>Exception:</u> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle.</p> <p>Permit Fee: \$75.00</p>
c.3.	<p>Consultants Fees. Fees for use of outside consultants for plan checking and inspections, or both.</p> <p>Fee: Actual Costs Charged by Consultants per Project Review</p>
c.4.	<p>Cryogenic fluids. An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10.</p> <p><u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading.</p> <p>Permit Fee: \$50.00</p>
c.5.	<p>Daycare Inspection.</p> <p>Inspection Fee: \$25.00</p>
e.l.	<p>Emergency responder radio coverage system. A construction permit is required to install or modify an emergency responder radio coverage system and related equipment.</p> <p>Permit Plan Review Fee: \$500.00 Inspection and Testing Fee: \$55/hour</p>
e.2.	<p>Explosives or blasting agents. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials.</p> <p>Permit Fee: \$100.00</p>
f. 1.	<p>Fire clearance permits. Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes.</p> <p>Permit Fee: \$25.00</p>
f.2.	<p>Flammable or combustible liquids.</p> <p>An operational permit is required per Section 105.6.16.</p> <p>Permit Fee: \$100.00</p>

<p>h.1. Hazardous Materials. An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. Permit Fee: \$100.00</p>
<p>h.2. Hood and duct. An operational permit is required for inspection and acceptance testing of hood and duct systems. Permit Fee: \$50.0</p>
<p>L.1. Liquefied petroleum gases. An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. Permit Fee: \$75.00</p>
<p>o.1. Oil or fuel tank removal. A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. Permit Fee: \$100.00</p>
<p>o.2. Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. Permit Fee: \$50.00</p>
<p>p.1. Plan check fees: Fee for initial plan check for building construction. Permit Fee: 70% of Department of Building Safety plan check fee. Fee for any additional checks of revised plans for building construction. Permit Fee: 70% of Department of Building Safety plan a cheek fee.</p>
<p>p.2. Pyrotechnical special effects material. An operational permit is required for use and handling of pyrotechnic special effects material. Permit Fee \$100.00</p>
<p>s.1. Solar photovoltaic power system. A construction permit is required to install or modify solar photovoltaic power systems. Permit Fee: \$50</p>
<p>s.2. Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. Permit Fee: \$100.00</p>
<p>t.1. Tents, canopies and temporary membrane structures. An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. Permit Fee: \$40.00</p>
<p>u.1. Use of apparatus. Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. Personnel: \$55.00 per hour Ambulance Staffed with 2 EMTs: \$145.00 per hour Fire Engine Staffed with 3 Firefighters: \$175.00 per hour Staff Vehicle Staffed with 1 Firefighter or EMT: \$100.00 per hour</p>

Section 3: Parks, Events, and Recreation Department Fees

Table 3A – Youth After School Program Fees (payment plans and scholarships available)

Full season (school year)	\$630.00
Per month	\$88.00
Per day	\$12.00
Out-of-school and extra activities	range is \$35.00-\$55.00; cost is activity dependent
Additional after school activities	\$36.00 rec member/\$68.00 non-member

Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)

Full summer (ten weeks M-Th)	\$920.00
One session (five weeks M-Th)	\$460.00
Per day (drop-in)	\$36.00
Friday Adventures (requires individual registration)	Cost is activity dependent

Table 3C – Park Reservations

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$80.00	100 people or fewer: \$140.00
101 people or more: \$140.00	101 people or more: \$275.00
Refundable Security Deposit: \$250.00	

Table 3D – Atkinson Park athletic fields, Recreation Center

Athletic fields and facilities	\$65 per two hours; additional fees may apply
Recreation Center	\$50 per hour plus \$150 security deposit

Table 3E – Organized Sports Leagues/Commercial Use Permit*

All public park areas	Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules
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*Commercial uses when organizer charges an admission or participation fee

Table 3F – Special Events*

Street Party Application Fee	\$100.00
Block Party Application Fee	\$50.00
Category A – application fee	\$100.00
Category B – application fee	\$200.00
Category C – application fee	\$600.00
Facility Fee	\$150.00 per day
Music License Fee	\$10 per day
Amplified Sound Permit	Free with approved permit associated with a Special Event
Street Closure for Designated Event Location	\$100.00
Street Closure for Non-Designated Event Location	\$500.00
Refundable Security Deposit	\$250.00

*Additional departmental fees may apply and are assessed following the event

Table 3G – Film Permit*

Application Fee (waived for student projects)	\$200.00 per project
Motion: City Property including rights-of-way	\$400.00 per day
Still: City Property including rights-of-way	\$200.00 per day

* Additional departmental fees may apply and are assessed following the event

Table 3H – Memorials and donations

Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee
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Table 3I – Tree Services

Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission)	\$50 per occurrence
Tree Permit (allows contractor to perform work on public trees with permission)	\$50 per fiscal year

PARKS & RECREATION DEPARTMENT FEE POLICIES

Liability Waiver and Insurance Requirements. Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

Youth Program Photo Release. Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

Refunds. No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

Section 4: Public Works Department Fees

TABLE 4-A STREET DIVISION FEES	
Banner Install/Remove	\$175
Right of Way Improvement/Encroachment Permit *	\$50
Right of Way Use Permit	\$20
Barricade Rental	\$20

* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

TABLE 4-B WATER DIVISION FEES	
Water Connection Fee – 1” Water Meter	\$ 500
Water Connection Fee – 1.5” R2 Water Meter	\$840
Water Connection Fee – 1.5” C2 Water Meter	\$1,156
Water Connection Fee – 2” R2 Water Meter	\$1060
Water Connection Fee – 2” C2 Water Meter	\$1,635
Water Connection Fee – 3” Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs
City water tap and corporation stop installation	In addition to connection fees above
1” tap	\$203
1 ½” tap	\$220
2” tap	\$247
Non-Standard Connection Fee	Time and material cost to city
Water Meter Vaults	\$1,035
Fire Line Permit Fee	\$241
Turn-On Fee	\$14.47
Turn-Off Fee	\$14.47
Water User Charges – Metered Users	
Base charge	\$13.22 per month (residential or commercial)
<u>Gallons Supplied</u>	Additional Charge per 1,000 gallons
1,000 – 8,000	\$1.05
8,001 – 65,000	\$2.10
65,001 – 120,000	\$4.22
>120,000	\$6.34
Water User Charges – Non-Metered Users	
<u>Residential Flat Rate</u>	
First five (5) cold water taps or less	\$22.77 per month/unit
Each additional cold water tap	\$2.11 per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.78 per month/ unit
<u>Commercial Flat Rate</u>	
First five (5) cold water taps or less	\$34.95 per month/unit
Each additional cold water tap	\$2.91 per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.78 per month/unit
Fire User Charge	
<u>Connection Size</u>	
2”	\$7.83 per month
4”	\$15.92 per month
6”	\$31.99 per month
8”	\$47.29 per month

10"	\$64.02 per month
12"	\$79.23 per month
Tank Truck Fill Fee	Fee determined by amount
Use of Fire Hydrant Charge	\$15.18 per day

TABLE 4-C WASTEWATER DIVISION FEES		
Service Inspection Fee		\$40
Sewer User Charges		
Service No.	Classification	Rate Per Month
11	Single family home	\$ 35.55
12	Multiple living unit	\$ 35.55
13	Motel / hotel (first unit)	\$ 35.55
15	Office building / 1,500 square feet	\$ 35.55
16	Retail sales / 3,000 square feet	\$ 35.55
17	Restaurant / cafe per seat with or without a trap	\$ 3.51
20	Retail food / 1,500 square feet	\$ 35.55
21	Barber shop / per chair	\$ 17.76
22	Beauty salon / per operator	\$ 35.55
26	Dry cleaners	\$ 71.07
27	Garage / mechanical per 1,500 square feet	\$ 71.07
28	Laundries	\$ 142.16
29	Bank	\$ 71.07
30	School / per 50 students	\$ 35.55
31	Swimming pool / private / 500 square feet	\$ 8.84
32	Beer, wine, liquor	\$ 71.07
33	Theater / per screen	\$ 71.07
35	Nursery school	\$ 71.07
36	Church	\$ 71.07
37	Lodge / private / 3,000 square feet	\$ 71.07
39	Dentist / doctor/ per medical doctor	\$ 38.26
40	Car wash with recycle	\$ 38.26
41	Hospital / per bed	\$ 7.09
42	Bowling alley / per lane	\$ 14.20
43	Car wash without recycle / per bay	\$ 71.07
44	Commercial / 3,000 square feet	\$ 35.55
45	Photo development lab	\$ 71.07
46	Gas station with public restrooms	\$ 71.07
47	Warehouse / 6,000 square feet	\$ 35.55
48	Swimming pool / public / 500 square feet	\$ 26.62
54	Motel / hotel unit without cooking	\$ 8.84
55	Motel hotel, with cooking	\$ 17.76
56	Senior family living home	\$ 17.76
Returned Check Charge		\$10

Section 5: Administrative/City Clerk Fees

TABLE 5-A BUSINESS LICENSE AND TAX FEES		
Business License	Fee \$50.00	<p>Late Fee Charge \$10.00 for business license application received after the deadline.</p> <p>Waiver of Business License Fee The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p>
City Local Option Tax	No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor.	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due
Catering Permit	\$20.00 per day or as determined by Idaho Code 23-934A	

TABLE 5-B ADMINISTRATIVE SERVICES FEES

Copying Fee Schedule

Cost per copy (in-house)

Black & White

\$.06/page: 8.5"x11" Single-sided

\$.06/page: 8.5"x14" Single-sided

\$.11/page: 8.5"x11" Double-sided

\$.11/page: 8.5"x14" Double-sided

\$.15/page: 11"x17" Single-sided

\$.29/page: 11"x17" Double-sided

Color

\$.65/page: 8.5"x11"

\$.65/page: 8.5"x14"

\$.85/page: 11"x17"

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:

24" X 36"

\$ 3.30/page

22" X 34"

\$ 3.00/page

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

City Administrator

Current Salary divided by 2,080 hours per year

Department Head

Current Salary divided by 2,080 hours per year

Assistant or Associate

Current Salary divided by 2,080 hours per year

City Clerk

Current Salary divided by 2,080 hours per year

Network Consultant

Current Hourly Rate

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 21st day of October, 2019.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk

RESOLUTION NUMBER 19-024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO AMENDING THE FEE SCHEDULE AND CHARGES FOR ALL CITY DEPARTMENTS AND ESTABLISHING POLICIES FOR COLLECTING FEES

WHEREAS, the City incurs administrative costs in processing applications, enforcing codes, administering regulations, maintaining facilities, monitoring project development, engaging the public, reviewing proposals, providing support, and conducting required inspections; and

WHEREAS, the Ketchum Municipal Code authorizes the establishment and adoption of fees to cover the administrative costs of reviewing applications for any service provided by the City of Ketchum; and

WHEREAS, each department within the City of Ketchum organization has quantified the costs of processing and administering each application specific to that department;

WHEREAS, the City of Ketchum adopted Resolution 15-018 establishing the first citywide fee resolution on August 24th, 2015; and

WHEREAS, the City Council approved changes to Resolution 15-018 at the May 2, 2016 Regular Meeting and directed staff to bring back a revised resolution for adoption at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved Resolution 16-006 at a Special Meeting of the City Council on May 5, 2016; and

WHEREAS, the City Council approved additional amendments to the fee resolution on June 6, 2016 and adopted Resolution 16-008; and

WHEREAS, the City Council approved additional amendments to the fee resolution on September 18, 2017, and adopted Resolution 17-011, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on April 16, 2018, and adopted Resolution 18-012, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on August 20, 2018, and adopted Resolution 18-020, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council approved additional amendments to the fee resolution on December 3, 2018, and adopted Resolution 18-031, thereby establishing the citywide fee resolution; and

WHEREAS, the City Council considers additional amendments to the fee resolution at a Regular meeting on October 21, 2019, through Resolution 19-024.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of Ketchum, Idaho that the City Council hereby rescinds all existing fee schedules established and adopted prior to the date of this resolution in their entirety and establishes a comprehensive fee schedule for all city fees in the sections provided below in this resolution.

Section 1: Planning and Building Department Fees

TABLE 1-A BUILDING PERMIT AND PLAN CHECK FEES

TOTAL VALUATION¹	FEE
\$1.00 to \$500.00	\$24.50
\$501.00 to \$2,000.00	\$24.50 for the first \$500.00 plus \$3.25 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$72.50 for the first \$2,000.00 plus \$14.50 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$409.50 for the first \$25,000.00 plus \$10.50 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$672.75 for the first \$50,000.00 plus \$7.50 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1038.50 for the first \$100,000.00 plus \$5.75 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,379.25 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,861.00 for the first \$1,000,000.00 plus \$3.75 for each additional \$1,000.00, or fraction thereof
PLAN CHECK FEES	
Plan Check Fee:65% of Permit Fee	
P&Z Plan Check Fee: 70% of Plan Check Fee	
Fire Department Plan Check Fee: Same as P&Z Plan Check Fee	
OTHER INSPECTIONS AND FEES:	
1. Inspections outside of normal business hours \$60 per hour ² (minimum charge--two hours)	
2. Re-inspection fees assessed under provisions of Section 109.7 \$60 per hour ²	
3. Inspections for which no fee is specifically indicated\$60 per hour ² (minimum charge--one-half hour)	
4. Additional and partial inspections above the minimum required by the building codes may be charged. \$60 per hour ² (minimum charge—one hour)	
5. Additional plan review required by changes, additions or revisions to plans\$60 per hour ² (minimum charge--one-half hour)	
6. Additional costs incurred by the City for security agreements and other similar processes (minimum charge) \$100 ²	
7. For use of outside consultants for plan checking and inspections, or both Actual costs ³	
8. Penalty for commencement of work without a building permit \$1,000 (in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030)	
9. Deferred submittals, per each submittal25% of Plan review fee	
10. Temporary Certificate of Occupancy (non-refundable).\$1,000	
11. Alternative Energy System Installation\$100 ⁴	
11. Demolition Fee. \$150 ⁵	
12. Administrative Review Fee\$190 per day	
NOTES TO TABLE 1-A	
¹ Building permit valuation shall include the total value of the work for which a permit is being issued, including materials and labor. The building official may require documentation of the building permit valuation as necessary to ensure correct valuation of the project.	
² Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.	
³ Actual costs include administrative and overhead costs.	
⁴ Fee covers one inspection. Additional inspections shall be charged at the rate identified in Other Inspections and Fees #4.	
⁵ A security agreement equaling 150% of the estimated demolition cost is required for all demolition permits.	

BUILDING PERMIT AND REVIEW FEE POLICIES

Administrative Review Fee. An administrative fee of \$190 per day shall be charged to the applicant of a building permit when all fees associated with a building permit are not paid within five (5) working days after the date of the issuance of a building permit. This fee shall commence on the sixth day after the Issuance of a Building Permit and shall be charged on all working days thereafter until all fees associated with the building permit are paid.

Expiration of an Inactive Building Permit. Except as otherwise described in 15.04 of the Ketchum Municipal Code, building permits that are not obtained by the applicant within 30 working days from the official date of the Issuance of a Building Permit shall be deemed null and void.

Fees for re-roofs. A full building permit fee and a ten (10) percent plan check fee shall be required for all re-roofing. No Fire Department plan check fee and no Planning Department plan check fee shall be required for re-roofing. However when a re-roof of other than a one- or two-family dwelling includes new structural elements that change the roof, including but not limited to the addition of cold roof sleepers, a full permit shall be required and all plan check fees shall be assessed.

Fee Refunds. The Building Official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The Building Official is authorized to establish a refund policy but shall not authorize the refunding of more than eighty (80) percent of the permit fees or the various plan review fees. The applicant for a building permit must request a refund in writing on or before the one year anniversary of the date the application for a permit was completed.

Fees for repairs. Repairs of all elements for which a building permit is not specifically excluded shall require a permit. Fees for repair work shall be the full building permit fee based on the cost of the repair work and a ten (10) percent plan check fee. No Fire Department plan check fee and no Planning Department plan check fee shall be required for repairs.

Fire Department Review. Fire Department approval shall be obtained prior to obtaining a building permit. A plan check fee for the Fire Department review shall be in accordance with the Fire Department fee schedule as enacted by separate resolutions and ordinances but shall be assessed and collected by the Building Department at the time of application for a permit.

Incomplete construction documents. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in the International Building Code, Section 107 and the International Residential Code, Section 106, an additional plan review fee shall be charged at the rate shown in Table 1-A.

Issuance of a Building Permit. A building permit is issued when the Building Official, or their designee, signs and dates the Building Permit. All timelines and scheduling requirements begin on this date.

Payment of Fees. On application for a permit applicant shall pay one hundred (100) percent of all permit, plan check, fire plan check, and planning and zoning plan check fees. All other fees, including impact fees and any fees paid in-lieu of actual improvements or requirements shall be paid when the building permit is issued and no later than five (5) working days after the date of the Issuance of a Building Permit.

Penalty for Commencement of Work without a Building Permit. This penalty shall be assessed in in addition to stop work order and violation fees allowed for in Ketchum Municipal Code, Section 15.04.030.

Commencement of Work is defined as, "Any excavation including the removal of top soil or any removal of trees or brush preparatory to excavation shall be defined as the commencement of work authorized by a permit."

Planning Department Review, Inspection and Fees. Planning Department approval shall be obtained prior to obtaining a building permit. Planning Department fee for plan check for building construction shall be seventy (70) percent of the Building Department plan review fee and shall be assessed and collected by the Building Department at the time of application for a permit.

Plan Review Fees. When submittal documents are required by the International Building Code, Section 105 and the International Residential Code, Section 105, a plan review fee shall be paid at the time of submitting the documents for plan review. Said plan review fee shall be sixty-five (65) percent of the building permit fee as shown in Table 1-A.

The plan review fees specified are separate fees from the permit fees specified in the International Building Code, Section 109.2 and the International Residential Code, Section 108.2 and are in addition to the permit fees.

Security Agreements. A security agreement, in the amount of one hundred fifty (150) percent of the value of the work in question, may be required prior to final building inspection in the event that said work cannot be completed due to temporary circumstances, such as cold temperatures and/or frozen ground. Granting of a security agreement is at the discretion of the City Council. A letter of credit may satisfy the requirement for a security agreement

Temporary Certificate of Occupancy. A Temporary Certificate of Occupancy shall be issued in rare circumstances and only for projects that meet all life safety and structural requirements as dictated by the family of international building codes, as applicable to the project. A Temporary Certificate of Occupancy shall be valid for no more than fourteen (14) days from the date of issuance, at which time the project must obtain a permanent Certificate of Occupancy or pay the fee for an additional Temporary Certificate of Occupancy.

Waiver of Fees as an Economic Development Incentive. Up to 25% of all Plan Review Fees, Planning Department Review Fees, and Fire Department Review Fees may be waived for any project that meets all criteria established by the Idaho Department of Commerce for the Tax Reimbursement Incentive program. Official documentation of approval of the project by the Idaho Department of Commerce must accompany any request to waive review fees. The Administrator shall approval all projects for a fee waiver that meet these criteria.

TABLE 1-B PLANNING & ZONING FEE SCHEDULE	
APPLICATION TYPE	FEE (\$)
DESIGN REVIEW	
Pre-application	\$1,100
Single Family Residential Design Review	\$1,400
Multi-Family Residential Design Review	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Design Review	\$1,525 plus \$100 per 1,000 gross sq. ft.
Accessory Dwelling Unit Design Review	\$450
Minor Modification Design Review - Administrative	\$250
Hotel Pre-Application	\$0.10/sq. ft.
Hotel Design Review (not phased)	\$0.32/sq. ft.
Hotel Phasing Design Review	2 Phase= 1: \$0.16/sq. ft. 2: \$0.16/sq. ft.
	3 Phase= 1: \$0.11/sq ft 2: \$0.11/ft 3: \$0.10/ft
SUBDIVISION	
Land Subdivision: Preliminary Plat	\$1,300/lot
Condo/Townhouse Subdivision: Preliminary Plat	\$525/unit
Subdivision: Final Plat	\$375/lot or unit
PUD	\$4,300 first 4 units/lots, \$1500 each additional
Lot Line Shift	\$475 per altered lot
Vacation	\$1,615
FLOODPLAIN DEVELOPMENT PERMITS	
Streambank Alteration and Emergency Streambank Alteration Permit	\$250 plus applicable consultant review expenses
Single Family Residential Floodplain Permit	\$1,400
Multi-Family Residential Floodplain Permit	\$1,800/first unit, \$350 each additional
Non-residential and Mixed Use Floodplain Permit	\$1,525 plus \$100 per 1,000 gross sq. ft.
Minor Project Floodplain Permit - interior remodel, new structures/additions entirely outside of floodplain, landscape/riparian only	\$250
OTHER PERMITS	
Sign	\$125
Fence	\$100
Day Care facility	\$300
Conditional Uses (except Day Care Facilities)	\$1,100
Variance	\$1,100
Appeals	\$2,175 (+ cost of transcript if required)
Off-Site Vendor	\$525 (seasonal), \$750 (annual). An additional \$150 per month facility fee for vendors with no on-site public restroom.
Grading	\$125
Hotel PUD	\$0.48/sq. ft.
Snow Storage Permit – Neighborhood	\$75
Snow Storage Permit – Commercial	\$125
Snow Storage Permit – Conditional Use Permit	\$250
CHANGES/AMENDMENTS/WCF'S	
Comprehensive Plan Change	\$1,925
Zoning Code Revision	\$1,925
Zone Change Request	\$1,925

WCF Master Plan/WCF Permit/Staff approval	\$525/\$525/\$225
Development Agreement Rezone	\$2,900, subject to development agreement
Development Agreement (non-rezone)	\$1,900, subject to development agreement
Residential Annexation	\$5,688 per unit, subject to annexation agreement
Commercial Annexation	\$12,655 per 1000 square feet, subject to annexation agreement
Amendment to Development Agreement	\$750
Miscellaneous Fees and Changes	
Consultant Review Fee	100% of actual costs incurred by City
Community Housing In-lieu Fee	\$238 per square foot
Parking In-lieu Fee	\$38,500 per parking space

C. IMPACT FEES

TABLE 1-C.1 DEVELOPMENT IMPACT FEES				
	Fire	Parks	Police	Streets
Single Family	\$2,092	\$,1047	\$104	\$4,492
Multi Family/unit	\$1,616	\$809	\$80	\$3,471
Commercial	\$.454/sf	\$0	\$.022/sf	\$.968/sf

TABLE 1-C.2 WATER IMPACT FEES	
	Impact Fee
1" Standard Meter	\$3,015
1.5" Standard Meter	\$6,783
1.5" Turbo Meter	\$6,783
2" Standard Meter	\$12,059
2" Turbo Meter	\$12,059
2" Compound Meter	\$12,059
3" Standard Meter	\$27,133
4" Standard Meter	\$48,236

TABLE 1-C.3 SEWER IMPACT FEES	
	<u>Equivalent Connection Unit</u>
Single Family	\$3,205
Studio, Condo, Duplex	\$1,602
1 Bed Studio, Condo, Duplex	\$2,403
2 Bed Studio, Condo, Duplex	\$3,205
3 Bed Studio, Condo, Duplex	\$4,006
Hotel Room	\$1,602
Bar or Restaurant	\$8.01/sf
Office, Retail, Lt. Ind.	\$1.60/sf
Warehouse	\$.27/sf

Section 2: Fire Department Fees

TABLE 2-A CITY OF KETCHUM FIRE DEPARTMENT FEE SCHEDULE	
<u>Permits Required Under the 2012 International Fire Code Section 105</u>	
a.1.	Automatic fire alarm system. Plan checks, inspections and acceptance testing of required fire alarm systems. Permit Plan Check Fee: \$55.00 per hour Inspections and Testing Fee: \$55.00 per hour
a.2.	Automatic fire sprinkler system. Plan checks, inspections and acceptance testing of required fire sprinkler systems. Permit Plan Check Fee: \$75.00 per riser plus \$.50 per head Inspections and Testing Fee: \$55.00 per hour
c.1	Carnivals and Fairs. An operational permit is required to conduct a carnival or fair. Permit Fee: \$75.00
c.2.	Compressed gases. An operational permit is required for the storage, use or handling at normal temperature and pressure (NTP) of compressed gases in excess of the amounts listed in Table 105.6.8. <u>Exception:</u> Vehicles equipped for and using compressed gas as a fuel for propelling the vehicle. Permit Fee: \$75.00
c.3.	Consultants Fees. Fees for use of outside consultants for plan checking and inspections, or both. Fee: Actual Costs Charged by Consultants per Project Review
c.4.	Cryogenic fluids. An operational permit is required to produce, store, transport on site, use, handle or dispense cryogenic fluids in excess of the amounts listed in Table 105.6.10. <u>Exception:</u> Permits are not required for vehicles equipped for and using cryogenic fluids as a fuel for propelling the vehicle or for refrigerating the lading. Permit Fee: \$50.00
c.5.	Daycare Inspection. Inspection Fee: \$25.00
e.1.	Emergency responder radio coverage system. A construction permit is required to install or modify an emergency responder radio coverage system and related equipment. Permit Plan Review Fee: \$500.00 Inspection and Testing Fee: \$55/hour
e.2.	Explosives or blasting agents. An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of explosives or explosive materials. Permit Fee: \$100.00
f. 1.	Fire clearance permits. Fire clearance permits issued by the fire department for uses such as Nursery Schools, Day Care Centers and Foster Homes. Permit Fee: \$25.00
f.2.	Flammable or combustible liquids. An operational permit is required per Section 105.6.16. Permit Fee: \$100.00

h.1.	Hazardous Materials. An operational permit is required to store, transport on site, dispense, use or handle hazardous materials in excess of the amounts listed in Table 105.6.20. Permit Fee: \$100.00
h.2.	Hood and duct. An operational permit is required for inspection and acceptance testing of hood and duct systems. Permit Fee: \$50.0
L.1.	Liquefied petroleum gases. An operational permit is required for: Storage and use of LP-gas. <u>Exception:</u> A permit is not required for individual containers with a 500-gallon (1893 L) water capacity or less serving occupancies in Group R-3. Permit Fee: \$75.00
o.1.	Oil or fuel tank removal. A construction permit is required: 1. To repair or modify a pipeline for the transportation of flammable or combustible liquids. 2. To install, construct or alter tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used. 3. To install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank. Permit Fee: \$100.00
o.2.	Open burning. An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to. Exception: Recreational fires. Permit Fee: \$50.00
p.1.	Plan check fees: Fee for initial plan check for building construction. Permit Fee: 70% of Department of Building Safety plan check fee. Fee for any additional checks of revised plans for building construction. Permit Fee: 70% of Department of Building Safety plan a cheek fee.
p.2.	Pyrotechnical special effects material. An operational permit is required for use and handling of pyrotechnic special effects material. Permit Fee \$100.00
s.1.	Solar photovoltaic power system. A construction permit is required to install or modify solar photovoltaic power systems. Permit Fee: \$50
s.2.	Spraying or dipping. An operational permit is required to conduct a spraying or dipping operation utilizing flammable or combustible liquids or the application of combustible powders regulated by Chapter 24. Permit Fee: \$100.00
t.1.	Tents, canopies and temporary membrane structures. An operational permit is required to operate an air-supported temporary membrane structure, canopy or tent having an area in excess of 400 square feet (37m). Exception: Tents used exclusively for recreational camping purposes and fabric canopies open on all sides, which comply with the items listed in Section 105.6.43 of the 2012 International Fire Code. Permit Fee: \$40.00
u.1.	Use of apparatus. Use of fire department apparatus or personnel, one (1) hour minimum. Time is from station door to station door. Personnel: \$55.00 per hour Ambulance Staffed with 2 EMTs: \$145.00 per hour Fire Engine Staffed with 3 Firefighters: \$175.00 per hour Staff Vehicle Staffed with 1 Firefighter or EMT: \$100.00 per hour

Section 3: Parks, Events, and Recreation Department Fees

Table 3A – Youth After School Program Fees (payment plans and scholarships available)

Full season (school year)	\$630.00
Per month	\$88.00
Per day	\$12.00
Out-of-school and extra activities	range is \$35.00-\$55.00; cost is activity dependent
Additional after school activities	\$36.00 rec member/\$68.00 non-member

Table 3B – Summer Youth Recreation Program (payment plans and scholarships available)

Full summer (ten weeks M-Th)	\$920.00
One session (five weeks M-Th)	\$460.00
Per day (drop-in)	\$36.00
Friday Adventures (requires individual registration)	Cost is activity dependent

Table 3C – Park Reservations

½ day rate (up to 4 hours)	Full day rate (up to 8 hours)
100 people or fewer: \$80.00	100 people or fewer: \$140.00
101 people or more: \$140.00	101 people or more: \$275.00
Refundable Security Deposit: \$250.00	

Table 3D – Atkinson Park athletic fields, Recreation Center

Athletic fields and facilities	\$65 per two hours; additional fees may apply
Recreation Center	\$50 per hour plus \$150 security deposit

Table 3E – Organized Sports Leagues/Commercial Use Permit*

All public park areas	Fees are determined by staff according to current Park Reservations, athletic field, and Recreation Center fee schedules
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*Commercial uses when organizer charges an admission or participation fee

Table 3F – Special Events*

Street Party Application Fee	\$100.00
<u>Block Party Application Fee</u>	<u>\$50.00</u>
Category A – application fee	\$100.00
Category B – application fee	\$200.00
Category C – application fee	\$600.00
Facility Fee	\$150.00 per day
Music License Fee	\$10 per day
Amplified Sound Permit	Free with approved permit associated with a Special Event
Street Closure for Designated Event Location	\$100.00
Street Closure for Non-Designated Event Location	\$500.00
Refundable Security Deposit	\$250.00

*Additional departmental fees may apply and are assessed following the event

Table 3G – Film Permit*

Application Fee (waived for student projects)	\$200.00 per project
Motion: City Property including rights-of-way	\$400.00 per day
Still: City Property including rights-of-way	\$200.00 per day

* Additional departmental fees may apply and are assessed following the event

Table 3H – Memorials and donations

Benches, trees, tables, property, etc.	All memorials are cost-specific and determined by Department Director or designee
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Table 3I – Tree Services

Tree Removal Permit (allows contractor to remove a public tree upon outside request with permission)	\$50 per occurrence
Tree Permit (allows contractor to perform work on public trees with permission)	\$50 per fiscal year

PARKS & RECREATION DEPARTMENT FEE POLICIES

Liability Waiver and Insurance Requirements. Where applicable, all participants are required to sign a liability indemnification statement and provide proof of insurance.

Youth Program Photo Release. Parent or legal guardian of youth program participants are required to sign a photo release stating: Unless I decline in writing I also authorize the City of Ketchum, and/or parties designated by the City of Ketchum, to use my child’s photo for the reproduction in any manner the City of Ketchum desires, for advertising, display, audiovisual exhibition or editorial use.

Refunds. No cash refunds are given. Refunds and over payments will be credited to participants with a gift certificate for future program use. Gift certificates are valid for one (1) year from the date of issuance toward any Ketchum Parks & Recreation Department program or service. Gift certificates are non-transferable. This policy applies to all programs and services offered by the Parks & Recreation Department.

All other policies are determined by current Ordinance or Resolution language. Registration and/or approved permits are required for all activities listed above.

Section 4: Public Works Department Fees

TABLE 4-A STREET DIVISION FEES	
Banner Install/Remove	\$175
Right of Way Improvement/Encroachment Permit *	\$50
Right of Way Use Permit	\$20
Barricade Rental	\$20

* To the extent that outside agencies charge fees to record documents, such fees will be passed onto the applicant.

TABLE 4-B WATER DIVISION FEES	
Water Connection Fee – 1” Water Meter	\$ 500
Water Connection Fee – 1.5” R2 Water Meter	\$840
Water Connection Fee – 1.5” C2 Water Meter	\$1,156
Water Connection Fee – 2” R2 Water Meter	\$1060
Water Connection Fee – 2” C2 Water Meter	\$1,635
Water Connection Fee – 3” Water Meter + up	Meter cost + \$40; check with Water Division for current meter costs
City water tap and corporation stop installation	In addition to connection fees above
1” tap	\$203
1 ½” tap	\$220
2” tap	\$247
Non-Standard Connection Fee	Time and material cost to city
Water Meter Vaults	\$1,035
Fire Line Permit Fee	\$241
Turn-On Fee	\$14.47
Turn-Off Fee	\$14.47
Water User Charges – Metered Users	
Base charge	\$12.60 <u>13.22</u> per month (residential or commercial)
<u>Gallons Supplied</u>	Additional Charge per 1,000 gallons
1,000 – 8,000	\$1.00 <u>1.05</u>
8,001 – 65,000	\$2.00 <u>2.10</u>
65,001 – 120,000	\$4.02 <u>4.22</u>
>120,000	\$6.04 <u>6.34</u>
Water User Charges – Non-Metered Users	
<u>Residential Flat Rate</u>	
First five (5) cold water taps or less	\$21.71 <u>22.77</u> per month/unit
Each additional cold water tap	\$2.01 <u>2.11</u> per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.74 <u>0.78</u> per month/ unit
<u>Commercial Flat Rate</u>	
First five (5) cold water taps or less	\$33.32 <u>34.95</u> per month/unit
Each additional cold water tap	\$2.77 <u>2.91</u> per month/unit
Irrigation and sprinkling per each 1,000 square feet of lot area	\$0.74 <u>0.78</u> per month/unit
Fire User Charge	
<u>Connection Size</u>	
2”	\$7.46 <u>7.83</u> per month
4”	\$15.18 <u>15.92</u> per month
6”	\$30.50 <u>31.99</u> per month
8”	\$45.08 <u>47.29</u> per month

10"	\$61.03 <u>64.02</u> per month
12"	\$75.53 <u>79.23</u> per month
Tank Truck Fill Fee	Fee determined by amount
Use of Fire Hydrant Charge	\$14.47 <u>15.18</u> per day

TABLE 4-C WASTEWATER DIVISION FEES		
Service Inspection Fee		\$40
Sewer User Charges		
Service No.	Classification	Rate Per Month
11	Single family home	\$ 33.89 <u>35.55</u>
12	Multiple living unit	\$ 33.89 <u>35.55</u>
13	Motel / hotel (first unit)	\$ 33.89 <u>35.55</u>
15	Office building / 1,500 square feet	\$ 33.89 <u>35.55</u>
16	Retail sales / 3,000 square feet	\$ 33.89 <u>35.55</u>
17	Restaurant / cafe per seat with or without a trap	\$ 3.35 <u>3.51</u>
20	Retail food / 1,500 square feet	\$ 33.89 <u>35.55</u>
21	Barber shop / per chair	\$ 46.93 <u>17.76</u>
22	Beauty salon / per operator	\$ 33.89 <u>35.55</u>
26	Dry cleaners	\$ 67.75 <u>71.07</u>
27	Garage / mechanical per 1,500 square feet	\$ 67.75 <u>71.07</u>
28	Laundries	\$ 135.52 <u>142.16</u>
29	Bank	\$ 67.75 <u>71.07</u>
30	School / per 50 students	\$ 33.89 <u>35.55</u>
31	Swimming pool / private / 500 square feet	\$ 8.43 <u>8.84</u>
32	Beer, wine, liquor	\$ 67.75 <u>71.07</u>
33	Theater / per screen	\$ 67.75 <u>71.07</u>
35	Nursery school	\$ 67.75 <u>71.07</u>
36	Church	\$ 67.75 <u>71.07</u>
37	Lodge / private / 3,000 square feet	\$ 67.75 <u>71.07</u>
39	Dentist / doctor/ per medical doctor	\$ 36.47 <u>38.26</u>
40	Car wash with recycle	\$ 36.47 <u>38.26</u>
41	Hospital / per bed	\$ 6.76 <u>7.09</u>
42	Bowling alley / per lane	\$ 13.54 <u>14.20</u>
43	Car wash without recycle / per bay	\$ 67.75 <u>71.07</u>
44	Commercial / 3,000 square feet	\$ 33.89 <u>35.55</u>
45	Photo development lab	\$ 67.75 <u>71.07</u>
46	Gas station with public restrooms	\$ 67.75 <u>71.07</u>
47	Warehouse / 6,000 square feet	\$ 33.89 <u>35.55</u>
48	Swimming pool / public / 500 square feet	\$ 25.38 <u>26.62</u>
54	Motel / hotel unit without cooking	\$ 8.43 <u>8.84</u>
55	Motel hotel, with cooking	\$ 46.93 <u>17.76</u>
56	Senior family living home	\$ 46.93 <u>17.76</u>
Returned Check Charge		\$10

Section 5: Administrative/City Clerk Fees

TABLE 5-A BUSINESS LICENSE AND TAX FEES		
Business License	Fee \$50.00	<p>Late Fee Charge \$10.00 for business license application received after the deadline.</p> <p>Waiver of Business License Fee The fee for a business license may be waived for three years for any business that meets the criteria for the Tax Reimbursement Incentive program as defined and administered by the Idaho Department of Commerce. Official documentation from the Idaho Department of Commerce approving the business for the TRI program shall accompany the request to waive the business license fee. The City Clerk shall waive the fee for all project that meet these criteria.</p>
City Local Option Tax	No Fee - Tax Collected per Municipal Code Title 3, Chapter 12. Credit card processing fees will be charged at the rate assessed by the vendor.	After Due Date: Penalty - The greater of 5% of Tax Due or \$10.00 Plus 1% Interest Per Month on Tax Due
Catering Permit	\$20.00 per day or as determined by Idaho Code 23-934A	

TABLE 5-B ADMINISTRATIVE SERVICES FEES

Copying Fee Schedule

Cost per copy (in-house)

Black & White

\$.06/page: 8.5"x11" Single-sided

\$.06/page: 8.5"x14" Single-sided

\$.11/page: 8.5"x11" Double-sided

\$.11/page: 8.5"x14" Double-sided

\$.15/page: 11"x17" Single-sided

\$.29/page: 11"x17" Double-sided

Color

\$.65/page: 8.5"x11"

\$.65/page: 8.5"x14"

\$.85/page: 11"x17"

Cost for third party (out-of-house) copies for oversized materials which cannot be copied by the City of Ketchum:

24" X 36"

\$ 3.30/page

22" X 34"

\$ 3.00/page

Pursuant to Idaho Code §74-102(10) the Labor Rates referenced below will apply under the following conditions:

- If the request is more than one hundred (100) pages of paper records; or
- The request includes records from which nonpublic information must be deleted; or
- The actual labor associated with locating and copying documents for a request that exceeds two (2) person hours

LABOR RATES

City Administrator

Current Salary divided by 2,080 hours per year

Department Head

Current Salary divided by 2,080 hours per year

Assistant or Associate

Current Salary divided by 2,080 hours per year

City Clerk

Current Salary divided by 2,080 hours per year

Network Consultant

Current Hourly Rate

OTHER CHARGES

For providing a duplicate of a computer tape, computer disk, microfilm or similar or analogous record system containing public record information, the City of Ketchum shall charge a fee uniform to all persons that does not exceed the sum of the following:

- The City of Ketchum's direct cost of copying the information in that form, including labor at hourly rates specified above, overhead at rate specified above and cost of materials;
- The standard cost, if any, for selling the same information in the form of a publication;
- The cost of consultant services to research and copy public records request.

Payment of the applicable charges shall be made prior to the commencement of research or copying based upon the City Clerk's estimated cost for meeting the public records request.

This Resolution will be in full force and effect upon its adoption this 21st day of October, 2019.

CITY OF KETCHUM

Neil Bradshaw, Mayor

ATTEST:

Robin Crotty
City Clerk



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20415 with Sun Valley Economic Development

Recommendation and Summary

Staff is recommending the council approve the annual contract with Sun Valley Economic Development (SVED) and adopt the following motion:

I move to authorize the Mayor to sign Contract 20415 with Sun Valley Economic Development.

The reasons for the recommendation are as follows:

- The City contracts with SVED for specific services as identified in the contract.
- The funding was approved in the FY 19/20 adopted budget

Introduction and History

The proposed contract is similar to the contract and services entered into for the last two years with SVED. Minor changes have been made in the reporting requirements.

Analysis

SVED provides the City with specific support and analysis for the attraction, retention, and support of businesses within the community.

Financial Impact

The cost for services is \$9,000 for the year and funding comes from the Non-Departmental Account within the budget. The Fiscal Year 2019-20 budget includes funding for the proposed services.

Attachment:

Proposed Contract 20415

CONTRACT FOR SERVICES 20415
(City of Ketchum and Sun Valley Economic Development)

THIS CONTRACT FOR SERVICES (“Agreement”) is made and entered into this ____ day of _____, 2019, by and between the CITY OF KETCHUM, an Idaho municipal corporation (hereinafter referred to as “Ketchum”) and Sun Valley Economic Development, an Idaho non-profit corporation (hereinafter referred to as “SVED”).

RECITALS

- A. Ketchum is a resort city, as defined by Idaho Code § 50-1044, deriving the major portion of its economic well-being from businesses catering to recreational needs and the needs of people traveling to Ketchum for an extended period of time;
- B. Ketchum has the authority to enter into contracts and to take such steps as are reasonably necessary to maintain the health, safety and welfare of the City which includes the promotion of its trade, commerce, and industry;
- E. SVED is experienced in providing economic development support for the advancement of the trade, commerce, and industry of the tourism-based economy of Ketchum;
- F. SVED desires to create a strong economic climate for the City of Ketchum and the surrounding community and region;
- G. It is in the best interest of the public health, safety, welfare, and prosperity of the City to promote the region and attract new businesses through targeted, economic development efforts. These activities, and any costs associated therein, are determined to be ordinary and necessary expenses for the economic well-being of Ketchum and its residents and guests;
- H. Ketchum desires to contract with SVED for professional services to provide economic development services that will increase the number of businesses hiring permanent, full-time jobs within the City of Ketchum;
- I. The parties acknowledge and agree that all funds paid to SVED under this Agreement shall be used to provide services for Ketchum for the purpose of job creation, which is a direct quantifiable and measurable result of investing public funds for a public purpose; and
- J. Subject to the terms and conditions of this Agreement, the parties wish to enter into this agreement to provide the services described herein.

AGREEMENT

NOW THEREFORE, Ketchum and SVED, for and in consideration of the preceding recitals, mutual promises and covenants hereinafter set forth, do hereby agree as follows:

1. Consideration. In consideration for providing the services provided herein, Ketchum agrees to pay SVED the maximum sum of ten thousand dollars (\$9,000) for the term set forth in section 2 herein. Subject to the terms and conditions set forth herein, Ketchum shall make payments in four quarterly installments.
2. Term. Unless terminated pursuant to Section 7(B) of this Agreement and notwithstanding the date of execution hereof, this Agreement shall be in effect from October 1, 2019, until September 30, 2020.
3. Scope of Services. SVED shall provide the following services:
 - a. Quarterly Report of Activities. SVED shall provide a written report to the Ketchum City Council each quarter during the following months: January, April, July and September. The Quarterly Report shall contain updates for the city council on all items listed in the Scope of Services, described more specifically below for each item. If requested by the City, SVED shall also provide an oral quarterly report for Ketchum City Council after submission of the written report.
 - b. Ketchum Economic Development and Business Promotion Materials. SVED shall produce materials that promote the business climate and desirable characteristics of Ketchum and the surrounding region that are appealing to attracting new businesses and job creation. These materials shall include, but are not limited to, a business promotion materials, the annual Ketchum economic profile and/or any other promotional materials which have been mutually agreed upon between Ketchum and SVED.
 - c. Regional and State Representation in Economic Organizations. SVED shall represent Ketchum and the surrounding region's economic development interests at the Idaho Economic Development Association (IEDA) and the Southern Idaho Economic Development Organization (SIEDO) board meetings. SVED shall attend at least four regular meetings of the IEDA and SIEDO boards in addition to their annual meetings. SVED shall report on the activities of IEDA and SIEDO back to the City of Ketchum in its quarterly report.
 - d. Response to State Generated Requests for Information (RFI). SVED shall review all RFIs issued by the Idaho Department of Commerce and respond to each RFI that is applicable to Ketchum. SVED shall provide a report on all RFIs issued by the State Department in its quarterly report and report to the City Council on which RFIs SVED responded to and their status.
 - e. Gem State Prospector. SVED shall be responsible for listing available commercial properties on Gem State Prospector. SVED may work with local commercial brokers to list all available commercial properties in Ketchum with the Idaho Department of Commerce's business location website, gemstateprospector.com

and to maintain these listings as needed. SVED shall also work with the local listing agents as required to promote and/or secure business tenants for these properties. The Quarterly Report shall provide a list of all properties shown on Gem State Prospector.

- f. Strategic Recruitment of Businesses. SVED shall strategically recruit businesses to Ketchum and the surrounding region by attending select trade fairs/conferences. SVED shall also recruit businesses to Ketchum and the surrounding region by utilizing Idaho Department of Commerce Tax Reimbursement Incentives (TRI). SVED shall seek and support qualified companies by initiating and advising on TRI applications, and shall provide a list of all such companies in its quarterly report.
4. Budget, IRS Filings, Annual Work Plan, Monthly Record Keeping and Availability of Records.
 - a. Budget. Within thirty (30) days after the execution of this Agreement, SVED shall submit a 2019 Year-to-Date P&L and Balance Sheet for SVED, which is satisfactory to Ketchum showing income, expenses and particular fund balances. SVED shall submit its 2019/20 Operating Budget to Ketchum when such budget has been approved by the SVED Board. This operating budget shall contain sufficient information and detail to permit meaningful review by the public.
 - b. IRS Filings. Within fifteen days (15) days after execution of this Agreement, SVED shall submit to Ketchum IRS Form 990 and all associated documents for the previous two (2) years of operation.
 - c. Financial Accounting and Reporting Requirements. SVED shall submit to Ketchum a year-end financial statement which shall be prepared in a format that details the expenditure of Ketchum funds paid to SVED under the terms of this Agreement. The City may request additional financial information it deems necessary or appropriate to assist the City in verifying the accuracy of SVED's financial records. Any duly authorized agents of the City shall be entitled to inspect and audit all books and records of SVED only for compliance with the terms of this Agreement. In the event the financial report indicates that funds were used for purposes not permitted by this Agreement, SVED shall remit the disallowed amount to Ketchum within thirty (30) days of notification by Ketchum of such improper expenditures.
 - d. General Requests. Upon request, and within a reasonable time period, SVED shall submit any other information or reports relating to its activities under this Agreement to Ketchum in such form and at such time as Ketchum may reasonably require.
 - e. Retention of Records. SVED agrees to retain all financial records, supporting

documents, statistical reports, client or membership records and contracts, property records, minutes, correspondence, and all other accounting records or written materials pertaining to this Agreement for three (3) years following the expiration or termination of this Agreement. Ketchum, at its own expense, may review or audit the financial transactions undertaken by SVED under this Agreement to ensure compliance with the terms and conditions herein with reasonable prior notice and during the normal business hours of SVED.

5. Payments. To receive payments for the services described in Section 3 of this Agreement, SVED shall submit the quarterly reports described in paragraph 3(a) of this Agreement. The quarterly sum to be paid to SVED shall not exceed one quarter (1/4) of the total amount approved by this agreement for fiscal year 2019/2020.
6. Record of Funds. In order to insure proper financial accountability, SVED shall maintain accurate records and accounts of all funds received from Ketchum, keeping such accounts and records separate and identifiable from all other accounts, and making such accounts and records available to the City during normal business hours, on request of the City. Compliance with this provision does not require a separate bank account for the funds. The funds paid to SVED by Ketchum shall be expended solely for operations and activities in conformance with this Agreement. Further, no such funds shall be transferred, spent, loaned or encumbered for other SVED activities or purposes other than for operations and activities in conformance with this Agreement.
7. Miscellaneous Provisions.

- a. Notices. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by certified mail, return receipt, to the parties at the following addresses:

City of Ketchum
PO Box 2315.
Ketchum, Idaho 83340

Sun Valley Economic Development
PO Box 3893
Ketchum, ID 83340

All notices of changes of addresses shall be sent in the same manner.

- b. Termination. The parties hereto covenant and agree that in the event Ketchum, in its sole and absolute discretion, lacks sufficient funds to continue paying for SVED's services under this Agreement, Ketchum may terminate this Agreement without penalty upon thirty (30) days written notice. Upon receipt of such notice neither party shall have any further obligation to the other. In the event of early termination of this Agreement, SVED shall submit to Ketchum a report of

expenditures authorized by this Agreement as of the effective date of termination. Any Ketchum funds not encumbered for authorized expenditures at the date of termination shall be refunded to Ketchum within twenty (20) days.

- c. Independent Contractor. Ketchum and SVED hereby agree that the SVED shall perform the Services exclusively as an independent contractor and not as employee or agent of Ketchum. The Parties do not intend to create through this Agreement any partnership, corporation, employer/employee relationship, joint venture or other business entity or relationship other than that of independent contractor. SVED, its agents and employees shall not receive nor be entitled to any employment-related benefits from Ketchum including without limitation, workers compensation insurance, unemployment insurance, health insurance, retirement benefits or any benefit that Ketchum offers to its employees. SVED shall be solely responsible for the payment of all payroll and withholding taxes for amounts paid to SVED under this Agreement and for SVED's payments for work performed in performance of this Agreement by SVED, its agents and employees; and SVED hereby releases, holds harmless and agrees to indemnify Ketchum from and against any and all claims or penalties, including without limitation the 100% penalty, which in any manner relate to or arise from any failure to pay such payroll or withholding taxes.
- d. Compliance With Laws/Public Records. SVED acknowledges that Ketchum is a public agency subject to the Idaho Public Records Act. SVED will communicate with and cooperate with Ketchum upon request by Ketchum so as to identify, address, potentially disclose, and evaluate exemptions as necessary for records that may be subject to Idaho public records law.
- e. Non-assignment. This Agreement may not be assigned by or transferred by SVED, in whole or in part, without the prior written consent of Ketchum.
- f. Hold Harmless Agreement. SVED shall indemnify, defend and save and hold harmless Ketchum, its officers, agents, and employees, from and against any and all claims, loss, damages, injury or liability, including but not limited to, the misapplication of Ketchum funds, state or federal anti-trust violations, personal injury or death, damages to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights and liens of workmen and material men, howsoever caused, resulting directly or indirectly from the performance of the Agreement by SVED.
- g. Entire Contract. This Agreement contains the entire contract between the parties hereto and shall not be modified or changed in any manner, except by prior written contract executed by both parties hereto.
- h. Succession. This Agreement shall be binding upon all successors in interest of either party hereto.

- i. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
- j. Law of Idaho. This Agreement shall be construed in accordance with the laws of the State of Idaho.
- k. Severability. If any clause, sentence, or paragraph of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, such decision shall not affect the remaining portions, and the parties do now declare their intention that each such clause, sentence, or paragraph of this Agreement is a separate part hereof.
- l. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
- m. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- n. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
- o. Conflict of Interest. No officer or director of SVED who has decision making authority either by them self or by vote, and no immediate family member of such individual, shall have a direct pecuniary interest in any contract or subcontract for work to be performed in connection with this Agreement. SVED shall incorporate or cause to be incorporated in all such contracts, a provision prohibiting such interest pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract for Services to be executed on the day and year first written above.

CITY OF KETCHUM

Sun Valley Economic Development

Neil Bradshaw, Mayor

Harry Griffith, Director

ATTEST:

Robin Crotty, City Clerk



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20417 For Services with Ketchum Community Development Corporation (KCDC)

Recommendation and Summary

Staff is recommending the council approve the contract with Ketchum Community Development Corporation (KCDC) and adopt the following motion:

I move to authorize the Mayor to sign Contract 20417 with the Ketchum Community Development Corporation (KCDC).

The reasons for the recommendation are as follows:

- The City is contracting with KCDC for Ketchum Innovation Center (KIC) programs and for the Ketchum Sustainability Advisory Committee (KSAC).
- The funding was approved in the FY 19/20 adopted budget

Introduction and History

As part of the FY 19/20 budget, the Council authorized funding for the KCDC to support KIC programs and to support the efforts of the Ketchum Sustainability Committee. The KIC provides programs and services to existing, start up and emerging businesses in Ketchum. The proposed contract provides the scope of work and method for payment of services. This year, funding will be provided to KCDC to support the efforts of the Ketchum Sustainability Advisory Committee (KSAC)

Analysis

The amount of this contract is \$155,000. Funding for KIC is \$140,000 and funding for KSAC is \$15,000. The contract requires specific itemization of the services provided and the cost for services as part of each monthly invoice in addition to an end of the year report.

Financial Impact

The cost for services is \$155,000 for the year, payment is made based on the invoices submitted to the City. The Fiscal Year 2019-20 budget includes funding for the proposed services, \$140,000 and \$15,000 is in the Non-Departmental Account.

Attachment
Proposed Contract 20417

INDEPENDENT CONTRACTOR AGREEMENT 20417

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and KETCHUM COMMUNITY DEVELOPMENT CORPORATION, an Idaho non-profit Corporation (hereinafter referred to as KCDC).

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.

2. KCDC will provide services to the City of Ketchum consistent with the services identified in Attachment A associated with the operation and management of the Ketchum Innovation Center for the purpose of supporting existing businesses and cultivating and developing new businesses and industries in the City and therefore creating a more sustainable and diverse economy, as well as increasing revenue for the City. The services provided shall be consistent with the scope of services attached hereto as Attachment A.

3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

4. Ketchum has appropriated funds for business development activities for the KCDC in the amount of \$187,200.

5. KCDC desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. SERVICES RECEIVED. KCDC agrees to provide those services described in Attachment A, as an independent contractor. KCDC shall be responsible for all associated taxes, workers compensation and other related expenses.

2. TERM. The term of this Agreement shall commence on October 1, 2019 and shall terminate on the 30th day of September, 2020.

3. CONSIDERATION. In consideration for providing the services as herein provided, Ketchum agrees to pay to KCDC the total sum of \$140,000 for the Ketchum Innovation Center (KIC), and \$15,000 for supporting the Ketchum Sustainability Advisory Committee (KSAC) for a total of \$155,000. Payments will be payable within 60 days of submittal of the invoice to the city. The invoice requesting payment shall itemize the specific service provided as identified in Attachment A, and the costs associated with such service. Invoice requests shall be made no less frequently than quarterly and shall include receipts to document the payment request, if applicable.

4. REPORTING. With each invoice, KCDC will itemize the services performed, hours associated with the service and the cost for service.

5. NOTICES. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

President
KCDC
Post Office Box 6452
Ketchum, ID 83340

6. EQUAL EMPLOYMENT OPPORTUNITY. KCDC covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event KCDC refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to KCDC. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if KCDC is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due. No refund of funds paid shall occur if the Agreement is terminated.

8. NONASSIGNMENT. This Agreement, in whole or in part, shall not be assigned or transferred by KCDC to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

9. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by KCDC or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of KCDC's obligations pursuant to this Agreement shall be the sole responsibility of KCDC, and KCDC covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of KCDC's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

12. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

KETCHUM COMMUNITY
DEVELOPMENT CORPORATION

CITY OF KETCHUM

By

By

Charles Friedman
President

Neil Bradshaw
Mayor

ATTEST:

By

Robin Crotty, City Clerk

ATTACHMENT A

Ketchum Community Development Corporation Scope of Work for KIC FY 2019/20

Funds Provided: \$140,000

Goal: Foster a Diverse Year-Round Economy

Scope of Work:

- Provide programs, services and facilities for new businesses, entrepreneurs, and existing businesses.
- Ensure public dollars support KIC programming offered to the public at-large.
- Develop a marketing strategy to increase community awareness of the programs and services offered by KIC.
- Conduct a survey to understand the needs of the business and entrepreneurial community and to assess the effectiveness of KIC programs

Measurements:

- Report to council bi-annually via email on the progress of each scope of work objective
- Identify the number of entrepreneurs/businesses/partners cultivated
- Identify the number of members served at KIC
- Provide detail on the classes held: frequency, type, attendance, cost
- Provide information on marketing and outreach to encourage both drop in members and longer term members

**Ketchum Community Development Corporation
Scope of Work for Ketchum Sustainability Advisory Committee for FY 2019/20**

Funds Provided \$15,000

Goal: To implement sustainability initiatives within the City of Ketchum.

Scope of Work: Hire firms and undertake actions to implement the City of Ketchum Sustainability Plan. This includes public engagement, goal setting, benchmarking, diagnostics, targeted field analysis, program development, process implementation, ongoing monitoring and implementation of targeted projects.

Measurements: Energy use, water use, waste numbers, and transportation numbers for city operations and community efforts. SMART goals will be established for the City, as well as benchmarks and ongoing monitoring and reporting of performance for City operations and the community.



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Enter into Contract 20418 For Prosecution of City Misdemeanors With Frederick C. Allington, Esq.

Recommendation and Summary

Staff is recommending the council approve the annual contract with Frederick Allington and adopt the following motion:

I move to authorize the Mayor to sign Contract 20418 with Frederick Allington.

The reasons for the recommendation are as follows:

- Ketchum contracts with Frederick Allington for prosecution services
- The funding was approved in the FY 19/20 adopted budget

Introduction and History

The City contracts with Frederick C. Allington, Esq. for the prosecution of City misdemeanors initiated by the Police Department, Code Enforcement, and other City staff.

Analysis

The proposed amount for the contract is \$45,239. The majority of the work is initiated by the Police Department, some work occurs related to code enforcement.

Financial Impact

The cost for services is \$45,239 for the year and funding comes from the Legal Services Department budget. The Fiscal Year 2019-20 Budget includes funding for the proposed services.

Attachment:

Proposed Contract 20418

AGREEMENT FOR PROSECUTION OF CITY MISDEMEANORS 20418

AGREEMENT made this ____ day of _____, 2019, between FREDERICK C. ALLINGTON, ESQ., hereinafter referred to as "Attorney", and THE CITY OF KETCHUM, IDAHO, (hereinafter referred to as "City");

WITNESSETH

WHEREAS, Idaho Code §50-208 requires that the city attorney, his/her deputies or contract counsel of any municipality shall prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits; and

WHEREAS, Idaho Code §§50-208 and 50-301 allows any city to contract for alternative additional counsel when deemed advisable; and

WHEREAS, THE City desires to contract with Attorney to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when arresting or charging officer is an employee of one of the City; and

WHEREAS, Attorney desires to contract with the City to accept the duty and receive the authority to prosecute those violations of county or city ordinances, state traffic infractions and state misdemeanors committed within the municipal limits of the City when the arresting or charging officer is an employee of one of the City; and

WHEREAS, The City deems the expenses corresponding to the services provided by Attorney as ordinary and necessary pursuant to Art. VIII, §3 of the Constitution of the State of Idaho; and

NOW, THEREFORE, in consideration of the foregoing and the City's payment to the Attorney of compensation hereinafter provided, the parties hereby agree as follows:

1. PERFORMANCE OF SERVICES.

- A. Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within the city limits for which an arrest is made or a citation issued by an officer of City and appeals thereof from magistrate to district court.
- B. In addition, Attorney agrees to provide the City with the following specific services:
 - (1) Render legal advice, when requested, to the City's police departments and police officers on a 24 hour per day seven (7) days per week basis (insofar as

is possible) regarding all police matters relating to criminal law and criminal procedure; and

- (2) Office consultation with City's police officers concerning the filing of charges; and
- (3) Draft all complaints, arrest and search warrants, and summonses relating to criminal charges; and
- (4) Prepare for and conduct all probable cause hearings in cases related to criminal charges; and
- (5) Draft affidavits in support of search warrants and arrest warrants; and arrange, prepare for and conduct all hearings necessary to obtain said warrants; and
- (6) Prepare for and conduct all hearings or motions scheduled for a hearing in any case within the scope of this Agreement, and any appeal thereof from magistrate to district court. Such hearings include but are not limited to, arraignments, bond hearings, motions to suppress and sentencing; and
- (7) Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal thereof; and
- (8) Keep informed of new developments in criminal law and criminal procedure.

C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.

D. The Attorney agrees that all services provided pursuant to Section 1 of this Agreement shall be in accordance with the Idaho State Bar Association's Rules of Professional Responsibility.

2. **TIME OF PERFORMANCE AND TERMINATION.** This Agreement shall be in full force and effect from the 1st day of October, 2019 through the 30th day of September, 2020

3. **COMPENSATION**

- A. Compensation per year of FORTY FIVE THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS (\$45,239) will be paid to Attorney as consideration for providing the services necessary to the fulfillment of this Agreement from October 1, 2019 through September 30, 2020.
- B. Attorney agrees that the compensation fixed in paragraph 3A above shall constitute the total amount of compensation to be awarded under the terms of this Agreement with payment due on the **first day of each and every month** commencing on October 1, 2019.
- C. Compensation to all other persons, entities and organizations for services and materials necessary to the fulfillment of the terms of this Agreement, including professional liability insurance, shall be the sole responsibility and obligation of Attorney; Attorney shall have the discretion to hire or retain such clerical, administrative, paralegal or legal help as may be necessary to the fulfillment of the terms of this Agreement.

4. **INDEPENDENT CONTRACTOR STATUS.** Attorney is retained only for the purposes and to the extent set forth in this Agreement. The parties to this Agreement intend that the relationship of the Cities to the Attorney shall be that of an independent contractor. As such, the Attorney shall not be entitled to any benefits which the City may provide to their respective employees, including, but not limited to, unemployment compensation, medical insurance or similar benefits. Nothing herein shall be construed to constitute an intent to form a partnership, employment, joint venture or other relationship except as acknowledged herein by the parties. The parties shall, at all times, take all necessary actions to maintain such relationship, including, but not limited to, the filing of necessary tax documents consistent herewith.

5. **COSTS OF PROSECUTION.** City is responsible to pay directly any and all costs of prosecution of their respective cases, including, but not limited to, witness fees, travel costs and transcript costs. For costs of prosecution in excess of ONE HUNDRED and no/100 Dollars (\$100.00), the Attorney will review the merits of the case and reasons for the costs with the Chief of Police for the City who, in turn, has full discretion to authorize payment of the projected costs of prosecution.

6. **CONFLICT OF INTEREST.**

- A. To the extent that a conflict of interest arises due to a criminal defendant's employment position, the city where the alleged offense occurred, with the assistance of Attorney, shall arrange and pay for the prosecution. Such criminal defendants shall include, but are not limited to, elected and appointed city officials, law enforcement personnel, Blaine County Prosecuting and Deputy Prosecuting Attorneys. Attorney shall make a good faith effort to arrange for a conflict prosecutor at no charge.
- B. To the extent that a conflict of interest arises due to a criminal defendant's position as a practicing attorney whom Attorney has significant contact with as opposing counsel, the Attorney shall make a good faith effort to arrange for a conflict attorney to prosecute the case without charge. If Attorney cannot arrange for such a conflict attorney, then the city where the alleged offense was committed shall arrange and pay for the cost of prosecution.
- C. To the extent that a conflict of interest arises that is not addressed in Subsections 6A or 6B, Attorney shall arrange and pay for the cost of prosecution.

7. **DISCRETION.** Attorney shall have ultimate discretion in all charging decisions, plea agreements and dispositions of cases prosecuted on behalf of City, but will fully consider the requests and input of the chiefs of police of City with regard to particular cases or class of cases.

8. **COMPLIANCE WITH LAWS.** The Attorney agrees to comply with all federal, state, city and local laws, rules and regulations.

9. **TERMINATION OF AGREEMENT.**

- A. The parties agree that City may terminate this Agreement upon sixty (60) days prior written notice upon:
 - (1) A finding by the City, after considering the Attorney's response, that the Attorney has not consistently performed his duties under the terms of this Agreement or has violated the provisions of this Agreement. The City's notice shall set forth the facts upon which a violation is based. Attorney shall be entitled to respond to the City within thirty (30) days of receiving said notice.
- B. The City may terminate this Agreement immediately upon Attorney's:

- (1) Conviction by a court of competent jurisdiction of a crime involving moral turpitude, which shall include but not be limited to, driving under the influence of alcohol, theft and physical or sexual abuse; or
 - (2) Disbarment or suspension of Attorney's license to practice law in the State of Idaho.
 - C. In the event that the City shall terminate this Agreement pursuant to Subsections 9A and 9B above, then Attorney shall not be entitled to any further compensation from the City.
10. **MAINTENANCE, STORAGE AND ACCESS OF RECORDS.** Attorney shall maintain the case files until they are closed by conviction, acquittal, dismissal or until the probationary term has expired (whichever comes later). Case files shall be stored in file cabinets that are not accessible to the public.
 11. **PHONE ACCESS AND INTERNET ACCESS.** Attorney shall maintain a secure phone system and computer system.
 12. **AMENDMENTS/ASSIGNMENT.** This Agreement may only be changed, modified, amended or assigned upon the written consent of all the parties.
 13. **HEADINGS.** The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions hereof.
 14. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.
 15. **ATTORNEYS' FEES AND COSTS.** Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorneys' fees and costs, as may be determined by any court of competent jurisdiction wherein such action is brought, including attorneys' fees and costs on appeal.
 16. **BINDING AGREEMENT.** This Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereof.

17. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement of the parties and is the sum total of the agreements and understandings of the parties hereto, and supersedes and replaces any other written or oral agreements or understandings.
18. **INTERPRETATION.** This Agreement shall be liberally construed in accordance with the general purposes of this Agreement and the laws of the State of Idaho.
19. **NO PRESUMPTION.** No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
20. **EXECUTION.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all together shall constitute one and the same instrument.
21. **ACCEPTANCE.** The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.
22. **AUTHORITY.** Each City hereby represents and acknowledges that the execution of this Agreement has been duly authorized and approved by each City herein.
23. **INDEMNIFICATION.** From and after the commencement of this Agreement, Attorney hereby agrees to hold the City harmless and indemnify the City from any claims which arise or result from the Attorney's handling of the prosecution of any matter pursuant to this Agreement. This provision is intended to cover all aspects of the Attorney's involvement in a prosecution, including all decisions or conduct prior to charging a defendant as well as thereafter. The term "claims" as used herein shall mean and include any and all liabilities, damages injuries, losses, causes of action, judgments, rights or demands of every kind, asserted or which may be asserted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATTORNEY:

CITY OF KETHUM, IDAHO

Frederick C. Allington

The Honorable Neil Bradshaw,
Mayor

AGREEMENT FOR PROSECUTION

Page 6



City of Ketchum

October 21, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Approve Agreement 20419 with Ketchum Urban Renewal Agency for City Use of a Parking Lot

Recommendation and Summary

Staff is recommending the council provide authorization to the Mayor to enter into a revised license for access and use of property using the following motion:

"I move to approve Contract 20419, a revised license for access and use of property, with the Ketchum Urban Renewal Agency and authorize the Mayor to sign the Contract."

The reasons for the recommendation are as follows:

- The City currently has a license for access and use of property with the Ketchum Urban Renewal Agency.
- A revision to the license to modify certain terms to be consistent with the adopted City budget is necessary.

Introduction and History

In 2017, the City of Ketchum collaborated with the Ketchum Urban Renewal Agency (KURA) to expand the existing parking lot on Washington Avenue and transition it to paid parking. At the time, each entity owned half of the lot. In early 2018, the City engaged the KURA in discussions on consolidating ownership of the lot. The KURA Board voted to approve purchasing the lot from the City at its March 19, 2018, meeting subject to a revision in the annual license rate to \$48,000 to reflect the City's use of the larger space.

Analysis

The adopted FY 20 City budget includes a license payment of \$36,000 for the use of the parking lot. The attached agreement reflects that level of payment.

Financial Impact

Under the revised license agreement, the City will pay the KURA \$3,000 per month for the use of the lot. This amount has been included in the adopted FY 20 budget.

Attachments

- Attachment A: Contract 20419

**LICENSE FOR ACCESS AND USE
OF PROPERTY FOR PARKING**

This License Agreement (“Agreement”) is entered into between the City of Ketchum, a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq. (hereinafter “City”) and the Ketchum Urban Renewal Agency, a public body politic and corporate of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code, with offices located at 480 East Ave. N, Ketchum, ID 83340 (hereinafter “Agency”). City and Agency may be referred to collectively as the “Parties”.

WITNESSETH:

A. Agency is the owner of that certain parcel of real property located at 211 E 1st Street, Ketchum, ID 83340, with a legal description of Lots 5, 6, 7, 8 of Block 18, Ketchum Townsite, and depicted on attached **Exhibit A** (the “Property”).

B. City has constructed a parking lot on the property.

C. City desires to obtain a license for the use of the Property to operate and maintain the parking spaces constructed on the Property.

D. Agency finds it in the best interest of the public to grant an-exclusive license to City to accommodate these temporary uses while the Property is being held for further development for the purposes described herein and subject to the limitations set forth below, because it will promote the development of Ketchum.

NOW, THEREFORE, Agency and City have agreed that City may enter upon the Property for the term and for the uses, and on the terms and conditions hereinafter set forth, and Agency does hereby grant to City, an exclusive license over, upon and across the Property for the purposes, period and uses described below.

In mutual exchange for the promises and covenants made herein, Agency issues an exclusive license to City on the following terms:

1. Definitions.

a. “Capital Costs of Parking Facility” shall mean the capital costs related to the design, engineering, and construction of the parking facility located on the Property and any parking equipment such as gates, barriers, ticket dispensers on or near the Property to support the use of the Property by cars and light trucks for parking, and repairs and ongoing maintenance, repair or replacement of the parking equipment and Property as may be reasonably necessary.

b. "Term" shall mean collectively the Initial Term and any Renewal Terms.

2. License for Parking Lot and Maintenance. A continuing license is hereby granted by the Agency to the City for installation, maintenance, repair and replacement of a parking lot and Capital Costs of Parking Facility, operation of a public parking lot on the Property, and general maintenance of the Property. This license may be extended to such design professionals and contractors and their agents, employees, subcontractors and consultants as determined by City to facilitate, continue and complete Capital Costs of Parking Facility as it may be necessary from time to time. City shall be responsible for paying the costs of Capital Costs of Parking Facility.

3. License for Use as Temporary Parking. A license for access to and use of the Property for parking purposes is hereby granted on condition that parking be used for public purposes. This License is personal to City and solely for the benefit of City and its patrons and shall not be deemed to run with the land or in any other way create a perpetual interest in City or any successors of City.

4. Initial Term. This License shall commence upon the signature of all parties (last date signed), and end September 30, 2018.

5. Renewal Terms. The City may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this License for additional annual Renewal Terms. Each annual renewal of this License (a "Renewal Term") shall be deemed exercised by the City upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to make the License Payments and all other payments payable by the City under the License. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, City shall deliver to the Agency a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the City's governing body adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the City for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year. For any Renewal Term commencing on October 1, 2019, or thereafter, the Agency may, at its discretion, notify the City in writing, no later than June 1, of its decision not to renew the License.

6. License Payments/Parking Revenues. City agrees to pay an annual License Payment in the amount of Thirty-six Thousand Dollars (\$36,000), which shall be payable in monthly installments. For any Renewal Term commencing on October 1, 2020, the license payment shall be as mutually acceptable to the City and Agency. If the City and Agency cannot reach such

agreement, this license shall terminate. All revenues from use of the Property by City shall belong to City during the Term.

7. Maintenance. City shall at all times and at its sole expense maintain the Property in a safe, neat, and clean fashion, free of weeds, trash, debris, and snow. City further agrees to keep and maintain all improvements located upon said Property in a good state of repair and as good or better condition as when City entered the Property, ordinary wear and tear excepted.

8. Insurance. City shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to City's use of the Property. Said insurance shall be written on an occurrence form and shall provide minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The City shall provide the Agency a Certificate of Insurance verifying insurance coverage.

9. Restoration of Property After Termination. After the Initial Term of this License and any Renewal Terms expire, City shall within 30 days deliver the Property, including any improvements thereon, to Agency in an "as is" condition. City may remove Parking Equipment in its discretion.

10. Signage and Detour. The City is solely responsible for placing signage that warns the public of the temporary construction activities on the Property and detouring users away from the Property during any such period of construction.

11. Binding Effect. The terms of this License are binding on Agency, its successors and assigns and the City, and its successor and assigns.

12. Interpretation/Severability. If any clause, provisions, subparagraph, or paragraph set forth in this License is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Agency and the City that the remainder of this License shall not be affected thereby.

13. Choice of Law. The terms and provisions contained in this License shall be governed and construed in accordance with the laws of the State of Idaho.

14. Attorney's Fees and Costs. In any suit, action or appeal therefrom to enforce, revoke or interpret this License, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

15. Complete Agreement. This License embodies the complete agreement between Agency and the City. This License cannot be modified, altered, amended, or terminated except by the written agreement of both Agency and City.

16. Permits. If any proposed reconstruction, relocation or maintenance of the uses contemplated by this License requires City to obtain land use, building, or other permits, City shall first obtain such permit before commencing such work, pay the required fees, and otherwise comply with the conditions set forth therein.

17. No Costs to Agency. Any and all costs and expenses associated with the City's ongoing use of the Property, or the repair and maintenance thereof, shall be at the sole cost and expense of the City.

18. Compliance with Law; Waste and Nuisances Prohibited. In connection with the City's use of the Property, the City covenants and agrees to:

- a. Comply with and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Property of any Hazardous materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state, or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future);
- b. Obtain any and all permits and approvals required by any other unit of government; and
- c. Commit no waste or allow any nuisance on the Property.
- d. The City covenants and agrees to indemnify and hold Agency harmless from and against any and all claims, demands, damages license, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from or in any way connected with the breach of these covenants.

19. Authority. Agency and the City represent to the other that such party has full power and authority to execute, deliver and perform this License, that the individuals executing this License on behalf of said party have been and are fully empowered and authorized by all requisite action to do so; and this License constitutes a valid and legally binding obligation of said party enforceable against such party in accordance with this License.

20. Effective Date: This Agreement shall be effective as of the date it is signed and executed by Agency.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the _____ day of _____, 2019.

CITY

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

AGENCY

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

Exhibit A

